

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NET HEALTH SYSTEMS, INC.		12/21/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4606477	NET HEALTH	
Registration Number:	4606475	NET HEALTH	
Registration Number:	2725785	REDOC	
Registration Number:	4599537	REDOC WEB	
Registration Number:	4593507	WOUNDEXPERT	
Registration Number:	5065930	XFIT	
Registration Number:	4886328	AGILITY WP	
Registration Number:	4886327	AGILITY UC	
Registration Number:	5233760	AGILITY	
Registration Number:	4886329	AGILITY OM	
Registration Number:	2488698	WOUNDEXPERT	
Serial Number:	87075486	AGILITY EH	
Registration Number:	4602431	THE ART OF THE RIGHT FIT	
Registration Number:	2402027	WOUNDOGRAPHY	
Registration Number:	2400668	TRIASSESS	
Registration Number:	2376589		
Registration Number:	2066466	STIX	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4606477

Fax Number: 6465584180

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124597115

Email: TRoot@goodwinlaw.com

Correspondent Name: Troy Root

Address Line 1: 620 8th Avenue

Address Line 2: c/o Goodwin Procter LLP

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	128995-269047
--------------------------------	---------------

NAME OF SUBMITTER:	Troy Root
---------------------------	-----------

SIGNATURE:	/s/ Troy Root
-------------------	---------------

DATE SIGNED:	12/21/2017
---------------------	------------

Total Attachments: 6

source=Net Health __ Trademark Security Agreement [Executed]#page1.tif

source=Net Health __ Trademark Security Agreement [Executed]#page2.tif

source=Net Health __ Trademark Security Agreement [Executed]#page3.tif

source=Net Health __ Trademark Security Agreement [Executed]#page4.tif

source=Net Health __ Trademark Security Agreement [Executed]#page5.tif

source=Net Health __ Trademark Security Agreement [Executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2017, is by **NET HEALTH SYSTEMS, INC.**, a Pennsylvania corporation (“Grantor”), in favor of **GOLUB CAPITAL MARKETS LLC**, as administrative agent (in such capacity, “Grantee”), for the benefit of itself and other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the U.S. Trademark registrations listed on **Schedule 1** annexed hereto;

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired U.S. Trademarks, U.S. Trademark registrations and U.S. Trademark applications (excluding any “intent to use” U.S. Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such U.S. Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, dilution, violation or impairment of any U.S. Trademark registration owned by Grantor

including, without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

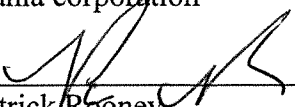
This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

NET HEALTH SYSTEMS, INC., a
Pennsylvania corporation

By: _____

Name: Patrick Rooney 

Title: Treasurer and Chief Financial
Officer

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006233 FRAME: 0180

**Schedule 1
to
Trademark Security Agreement**

Registration or Application Number	Jurisdiction	Title	Registration Date / Filing Date	Current Applicants / Registered Owners
4606477	USPTO	net health	Registration: 9/16/14 Filing: 5/1/13	Net Health Systems, Inc.
4606475	USPTO	NET HEALTH	Registration: 9/16/14 Filing: 4/30/13	Net Health Systems, Inc.
4599537 (Prior Registration: 2725785)	USPTO	REDOC WEB	Registration: 9/9/14 Filing: 7/5/12	Net Health Systems, Inc.
2725785	USPTO	REDOC	Registration: 6/10/03 Filing: 7/24/00	Net Health Systems, Inc.
4593507	USPTO	WOUNDEXPERT	Registration: 8/26/14 Filing: 10/25/12	Net Health Systems, Inc.
5065930	USPTO	XFIT	Registration: 10/18/16 Filing: 1/11/16	Net Health Systems, Inc.
4886328	USPTO	AGILITY WP	Registration: 1/12/16 Filing: 9/24/13	Net Health Systems, Inc.
4886327	USPTO	AGILITY UC	Registration: 1/12/16 Filing: 9/24/13	Net Health Systems, Inc.

5233760	USPTO	AGILITY	Registration: 6/27/17 Filing: 5/16/16	Net Health Systems, Inc.
4886329	USPTO	AGILITY OM	Registration: 1/12/16 Filing: 9/24/13	Net Health Systems, Inc.
2488698	USPTO	WOUNDEXPERT	Registration: 9/11/01 Filing: 7/21/99	Net Health Systems, Inc.
87075486	USPTO	AGILITY EH	Filing: 6/17/16	Net Health Systems, Inc.
4602431	USPTO	THE ART OF THE RIGHT FIT	Registration: 9/9/14 Filing: 5/1/13	Net Health Systems, Inc.
2402027	USPTO	WOUNDOGRAPHY	Registration: 11/7/00 Filing: 11/19/99	Net Health Systems, Inc.
2400668	USPTO	TRIASSESS	Registration: 10/31/00 Filing: 8/5/98	Net Health Systems, Inc.
2376589	USPTO	[Design Mark]	Registration: 8/15/00 Filing: 7/16/98	Net Health Systems, Inc.
2066466	USPTO	STIX	Registration: 06/03/97	Net Health Systems, Inc.