

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCare Solutions, LLC		12/13/2017	Limited Liability Company: TEXAS
VHC, LLC		12/13/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5023571	ACCUCHARGE	
Registration Number:	4840891	VHC	
Registration Number:	5023573	REVWORKS	
Serial Number:	87552868	REVINT	
Serial Number:	87690263	REVINT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>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.</i>			
Phone:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew L. Eiger		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-284		
NAME OF SUBMITTER:	Andrew L. Eiger		

CH \$140.00 5023571

SIGNATURE:	/Andrew L. Eiger/
DATE SIGNED:	12/22/2017
Total Attachments: 5 source=Trademark Security Agreement EXECUTED#page1.tif source=Trademark Security Agreement EXECUTED#page2.tif source=Trademark Security Agreement EXECUTED#page3.tif source=Trademark Security Agreement EXECUTED#page4.tif source=Trademark Security Agreement EXECUTED#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by MCARE SOLUTIONS, LLC, a Texas limited liability company (“**MCare**”), and VHC, LLC, an Illinois limited liability company (“**VHC**” and, together with **MCare**, “**Grantors**”), in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantors are party to that certain Security Agreement, dated as of December 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantors, as security for the payment and performance in full of the Secured Obligations of Grantors (including, if Grantors are Guarantors, the Secured Obligations of Grantors arising under the Guaranty), hereby grant and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantors or in which Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which

the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantors hereby authorize and request that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantors, and at Grantors’ sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

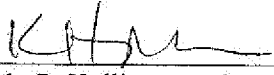
SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

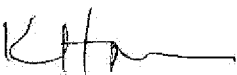
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MCARE SOLUTIONS, LLC, as a Grantor

By: 
Name: Kimberly P. Hollingsworth
Title: Co-President

VHC, LLC, as a Grantor

By: 
Name: Kimberly P. Hollingsworth
Title: Co-President

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: Michael L. Smith

Name:

Title:


Michael L. Smith
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006233 FRAME: 0711

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
VHC, LLC	ACCUCHARGE	5023571	8/16/2016
VHC, LLC		4840891	10/27/2015
VHC, LLC	REVWORKS	5023573	8/16/2016

TRADEMARK APPLICATIONS

Grantor	Mark	Serial No.	Filing Date
MCare Solutions, LLC	REVINT	87552868	08/02/2017
MCare Solutions, LLC	REVINT SOLUTIONS	87690263	11/18/2017