

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ethicare Advisors, Inc.		03/23/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4721807	MEDICAL CLAIMS SETTLEMENT SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Stratose - 52990.515051		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	03/23/2018		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2018 (this "Security Agreement"), is made by Ethicare Advisors, Inc., a Nevada corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Stratose Intermediate Holdings II, LLC, a Delaware limited liability company ("Stratose Intermediate"), Geronimo Intermediate Parent, Inc., a Delaware corporation ("Geronimo"), and together with Stratose Intermediate, the "Borrowers", the other Loan Parties from time to time parties thereto, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into that certain Third Amended and Restated Revolving Credit and Term Loan Agreement, dated as of June 22, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement the Borrowers and certain of their Subsidiaries, including the Grantor, has entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of January 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledge and grant to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of their rights, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of their Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by the Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank]

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

ETHICARE ADVISORS, INC.

By: 

Name: Stephen J. Rubio

Title: Treasurer

TRADEMARK

REEL: 006298 FRAME: 0580

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name:

Title:

DAVID BENNETT

Director

SCHEDULE I**Trademarks****I. REGISTERED TRADEMARKS**

Mark	Jurisdiction and Registration Body	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record	Grantor
MEDICAL CLAIMS SETTLEMENT SPECIALISTS	US	Registered	4,721,807	April 14, 2015	EthiCare Advisors, Inc.
ETHICARE ADVISORS	US	Abandoned	78/341,199	December 15, 2003	EthiCare Advisors, Inc.
ETHICARE ADVISORS	US	Common Law	N/A	N/A	N/A

II. TRADEMARK APPLICATIONS

None.

III. DOMAIN NAMES

Domain	Registrar	Expiration Date
ethicareadvisors.com	GoDaddy	1/19/2019
ethicareadvisors.biz	GoDaddy	9/19/2018
ethicareadvisors.info	GoDaddy	9/20/2018
ethicareadvisors.net	GoDaddy	9/20/2018
ethicare.company	GoDaddy	11/2/2017
ethicare.consulting	GoDaddy	11/2/2017
ethicare.net	GoDaddy	11/2/2017
ethicareadvocates.com	GoDaddy	11/7/2017
ethicarerx.com	GoDaddy	7/3/2018
liabilityclaimssettlements.com	GoDaddy	6/20/2018
medicalclaimsettlement.com	GoDaddy	7/19/2018
medicalclaimsettlement.net	GoDaddy	7/19/2018
claimsubmissionform.com	GoDaddy	9/24/2018
dialysisclaims.com	GoDaddy	3/17/2018
dialysisguru.com	GoDaddy	11/2/2017
discountenvy.com	GoDaddy	6/17/2018
itsnotbragging.com	GoDaddy	6/19/2018
priceserviceresults.com	GoDaddy	10/23/2017
referencebasedsettlements.com	GoDaddy	10/28/2017