

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468975

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900440493		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skylight Healthcare Systems, Inc.		02/23/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3314896	SKYLIGHT	
<b>Registration Number:</b>	3336205	SKYLIGHT	
<b>Registration Number:</b>	3403696	SKYLIGHT ACCESS	
<b>Registration Number:</b>	3403697	SKYLIGHT ACCESS	
<b>Registration Number:</b>	3386379	SKYLIGHT ACCESS	
<b>Registration Number:</b>	4729161	SKYLIGHT INTERACTIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0265		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		

<b>DATE SIGNED:</b>	04/09/2018
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2018 (this “Agreement”), is made by GetWellNetwork, Inc., a Delaware corporation, and Skylight Healthcare Systems, Inc., a Delaware corporation (each a “Grantor”), with a place of business located at 7700 Old Georgetown Road, 4<sup>th</sup> Floor, Bethesda, Maryland 20814, in favor of Antares Capital LP, a Delaware limited partnership, with a place of business located at 500 West Monroe Street, Chicago, Illinois 60661, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, each Grantor entered into a Guarantee and Collateral Agreement, dated as of February 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantors and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

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

**SECTION 1. Grant of Security Interest.** Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

**SECTION 2. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.


SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This 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.

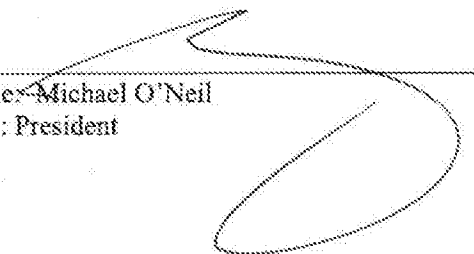
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

**GETWELLNETWORK, INC.,**  
as a Grantor

By:   
Name: Michael O'Neil  
Title: President

**SKYLIGHT HEALTHCARE SYSTEMS, INC.,**  
as a Grantor

By:   
Name: Michael O'Neil  
Title: President

Accepted and Agreed:

**ANTARES CAPITAL LP,**  
as Administrative Agent

*Kirk E. Sonnefeld*


By: \_\_\_\_\_

Name: Kirk Sonnefeld

Its: Duly Authorized Signatory

**SCHEDULE A**  
to  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
GETWELL TOWN	9, 42	77901881 29-DEC-2009	4361673 02-JUL-2013	GetWellNetwork, Inc.
GETWELLNETWORK	42	76250378 02-MAY-2001	2956419 31-MAY-2005	GetWellNetwork, Inc.
PATIENT PATHWAYS	42	78933973 20-JUL-2006	3514311 07-OCT-2008	GetWellNetwork, Inc.
PATIENTLIFE SYSTEM	42	77197507 05-JUN-2007	3951104 26-APR-2011	GetWellNetwork, Inc.
SEAMLESS MEDICAL SYSTEMS	9	85455893 25-OCT-2011	4203696 04-SEP-2012	GetWellNetwork, Inc.
SNAP	9	86569058 19-MAR-2015	4844946 03-NOV-2015	GetWellNetwork, Inc.
	9	85500491 21-DEC-2011	4235276 30-OCT-2012	GetWellNetwork, Inc.
SNAP PRACTICE	9	86569063 19-MAR-2015	4844947 03-NOV-2015	GetWellNetwork, Inc.
SKYLIGHT	38	78977240 10-MAY-2005	3314896 16-OCT-2007	Sky light Healthcare Systems, Inc.
SKYLIGHT	35, 41	78626906 10-MAY-2005	3336205 13-NOV-2007	Sky light Healthcare Systems, Inc.
SKYLIGHT ACCESS	35	78977523 07-JUL-2005	3403696 25-MAR-2008	Sky light Healthcare Systems, Inc.
SKYLIGHT ACCESS	38	78977524 07-JUL-2005	3403697 25-MAR-2008	Sky light Healthcare Systems, Inc.
SKYLIGHT ACCESS	41	78665911 07-JUL-2005	3386379 19-FEB-2008	Sky light Healthcare Systems, Inc.
SKYLIGHT INTERACTIVE	35, 41, 42	86293940 28-MAY-2014	4729161 28-APR-2015	Sky light Healthcare Systems, Inc.



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 09, 2018

PTAS

LATHAM & WATKINS LLP  
355 SOUTH GRAND AVENUE  
LOS ANGELES, CA 90071-1560



900440493

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. Both parties should be listed as conveyors. Please correct.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, April 9, 2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

**Document ID: 900440493**

**Access Code: 13R9DGOQJ5GQZWS**

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TRAYNA LAWRENCE  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION