

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM470604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank, as Resigning Agent		04/17/2018	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Successor Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	76479489	NEOTOOL	
Serial Number:	77503124	CAREAGENT	
Serial Number:	77553675	COREPOINT HEALTH	
Serial Number:	78902334	NEOTOOL	
Serial Number:	85800179	COREPOINT OUTREACH MANAGER	
Serial Number:	85167321	COREPOINT ACTION POINTS	
Serial Number:	85166860	COREPOINT HEALTH	
Serial Number:	85167198	COREPOINT OPERATIONS MONITOR	
Serial Number:	85167127	COREPOINT COMMUNITY EXCHANGE	
Serial Number:	85167162	COREPOINT INTEGRATION ENGINE	
Serial Number:	85166812	CAREZONE	
Serial Number:	85166837	GEN I	
Serial Number:	76479488	NEOTOOL DEVELOPMENT	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125130		
Email:	rdbaker@mcguirewoods.com		
TRADEMARK			

OP \$340.00 76479489

Correspondent Name: Regina Baker
Address Line 1: 1750 Tysons Boulevard, Suite 1800
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	REGINA BAKER
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SIGNATURE:	/REGINA BAKER/
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DATE SIGNED:	04/19/2018
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Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 17, 2018, is by **PACIFIC WESTERN BANK**, a California state-chartered bank (individually, “**PacWest**”), acting in its capacity as the current and resigning administrative agent and/or collateral agent (in such capacities, the “**Resigning Agent**”) and **ARES CAPITAL CORPORATION** (individually, “**Ares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, COREPOINT HEALTH, LLC, a Texas limited liability company, as “Grantor”, and Resigning Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) conveying certain intellectual property set forth on Exhibit B hereto; and

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent (the “**Resignation Agreement**”) by and among PacWest, as the Resigning Agent, and Ares, as Successor Agent, Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent, without recourse, representation or warranty (except for the representations made in Section 4(b) of the Resignation Agreement), hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

PACIFIC WESTERN BANK

By: 
Name: David Zimmerman
Title: Senior Vice President

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

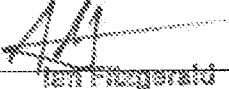
By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of February 17, 2015 and filed with the United States Patent and Trademark Office on February 17, 2015 at Reel 5461, Frame 0094

EXHIBIT B

REGISTERED TRADEMARKS

Mark	App. No. / App. Date	Reg. No. / Reg. Date
NEOTOOL	76/479,489 / 30-Dec-2002	2,819,165 / 2-Mar-2004
CAREAGENT	77/503,124 / 19-Jun-2008	3,693,725 / 6-Oct-2009
COREPOINT HEALTH	77/553,675 / 22-Aug-2008	3,693,871 / 6-Oct-2009
NEOTOOL and Design  NEOTOOL	78/902,334 / 6-Jun-2006	3,400,000 / 18-Mar-2008
COREPOINT OUTREACH MANAGER	85/800,179 / 11-Dec-2012	4,585,256 / 12-Aug-2014
COREPOINT ACTION POINTS	85/167,321 / 2-Nov-2010	4,065,877 / 6-Dec-2011
COREPOINT HEALTH and Design  Corepoint HEALTH	85/166,860 / 2-Nov-2010	4,065,872 / 6-Dec-2011
COREPOINT OPERATIONS MONITOR	85/167,198 / 2-Nov-2010	4,065,876 / 6-Dec-2011
COREPOINT COMMUNITY EXCHANGE	85/167,127 / 2-Nov-2010	4,069,660 / 13-Dec-2011
COREPOINT INTEGRATION ENGINE	85/167,162 / 2-Nov-2010	4,069,661 / 13-Dec-2011
CAREZONE	85/166,812 / 2-Nov-2010	4,187,419 / 7-Aug-2012
GEN I	85/166,837 / 2-Nov-2010	4,187,420 / 7-Aug-2012
NEOTOOL DEVELOPMENT	76/479,488 / 30-Dec-2002	2,797,181 / 23-Dec-2003