

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Censeo Health LLC		12/21/2017	Limited Liability Company: DELAWARE
Principium Health, LLC		12/21/2017	Limited Liability Company: DELAWARE
Drynachan, LLC		12/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	600 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87333966	C	
<b>Serial Number:</b>	86340512	CARE ANYWHERE.	
<b>Registration Number:</b>	4300818	CARECURRENT	
<b>Registration Number:</b>	5223544	CENSEOCARECONNECT	
<b>Registration Number:</b>	4946957	CENSEOCARECONSULT	
<b>Registration Number:</b>	5078399	CENSEOCAREREX	
<b>Serial Number:</b>	87377803	CENSEOCOMMUNITY	
<b>Registration Number:</b>	4916461	CENSEOHEALTH	
<b>Registration Number:</b>	4916460	CENSEOHEALTH	
<b>Serial Number:</b>	87377861	CENSEOHOME	
<b>Serial Number:</b>	87377895	CENSEOOFFICE	
<b>Serial Number:</b>	87239100	HOMESIDE PHYSICIANS	
<b>Serial Number:</b>	87325701	HOMESIDE PHYSICIANS	
<b>CORRESPONDENCE DATA</b>			

CH \$340.00 87333966

**Fax Number:** 3128622200

***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:** 3128628738

**Email:** michelle.nowicki@kirkland.com

**Correspondent Name:** Michelle Nowicki

**Address Line 1:** 300 N. LaSalle

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	38864-71
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<b>NAME OF SUBMITTER:</b>	Michelle Nowicki
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<b>SIGNATURE:</b>	/Michelle Nowicki/
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<b>DATE SIGNED:</b>	05/03/2018
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of UBS AG, Stamford Branch, 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**, each Grantor is a party to a Security Agreement, dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**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 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all United States registered or applied for 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 and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing.

#### 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” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to

Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any such application (or registration that issues therefrom) under applicable federal law.

### **SECTION 3. 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 Security Agreement, and each Grantor hereby acknowledges and affirms 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This 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 (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's 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 AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. 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 by its duly authorized officer as of the date first set forth above.

**CENSEO HEALTH LLC**

By: Melissa M. Cooke

Name: Melissa Cooke

Title: Chief Financial Officer

**PRINCIPIUM HEALTH, LLC**

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

Name: Kevin Murphy

Title: Chief Executive Officer

**DRYNACHAN, LLC**

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

Name: Brian J. Wise

Title: President

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

**CENSEO HEALTH LLC**

By: \_\_\_\_\_  
Name: Melissa Cooke  
Title: Chief Financial Officer

**PRINCIPIUM HEALTH, LLC**

By:  \_\_\_\_\_  
Name: Kevin Murphy  
Title: Chief Executive Officer

**DRYNACHAN, LLC**

By: \_\_\_\_\_  
Name: Brian J. Wise  
Title: President

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

**CENSEO HEALTH LLC**

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

Name: Melissa Cooke

Title: Chief Financial Officer

**PRINCIPIUM HEALTH, LLC**

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

Name: Kevin Murphy

Title: Chief Executive Officer

**DRYNACHAN, LLC**

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

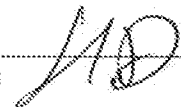
Name: Brian J. Wise

Title: President

[Signature Page to Trademark Security Agreement]

**UBS AG, STAMFORD BRANCH,**  
as Administrative Agent

By:   
Name: Kenneth Chin  
Title: Director  
Banking Products Services, US

By:   
Name: Houssein Daly  
Title: Associate Director  
Banking Products Services, US

[Signature Page to Trademark Security Agreement]



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
ADVANCE HEALTH	10234336 (Nebraska)	11/17/2016	Drynachan, LLC
	87333966 (Serial No.)	2/13/2017 (Filing Date)	Censeo Health LLC
CARE ANYWHERE	86340512 (Serial No.)	7/17/2014 (Filing Date)	Censeo Health LLC
CARECURRENT	4300818	3/12/2013	Censeo Health LLC
CENSEOCARECONNECT	5223544	6/13/2017	Censeo Health LLC
(Add)  CenseoCareConsult	5078398	11/8/2016	Censeo Health LLC
CENSEOCARECONSULT	4946957	4/26/2016	Censeo Health LLC
CENSEOCARERX	5078399	11/8/2016	Censeo Health LLC
CENSEOCOMMUNITY	87377803 (Serial No.)	3/20/2017 (Filing Date)	Censeo Health LLC
(Add)  CenseoHealth	4916461	3/15/2016	Censeo Health LLC
CENSEOHEALTH	4916460	3/15/2016	Censeo Health LLC
CENSEOHOME	87377861 (Serial No.)	3/20/2017 (Filing Date)	Censeo Health LLC
CENSEOOFFICE	87377895 (Serial No.)	3/20/2017 (Filing Date)	Censeo Health LLC
HOMESIDE PHYSICIANS	87239100 (Serial No.)	11/16/2016 (Filing Date)	Principium Health, LLC
 <b>Homeside</b> PHYSICIANS	87325701 (Serial No.)	2/6/2017	Principium Health, LLC