

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessOne MedCard, Inc.		05/11/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Healthcare Financial Solutions, LLC		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 500		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSIONE	
Registration Number:	4216304	A O ACCESSIONE MEDCARD	
Registration Number:	4339214	ACCESSIONE ACCESSABILITY	
Registration Number:	4513216	ACCESSIONE MEDCARD	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	404-443-5649		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Latosha Allen, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2060236-0134 AccessOne		
NAME OF SUBMITTER:	Latosha Allen		
SIGNATURE:	/Latosha Allen/		
DATE SIGNED:	06/22/2018		

OP \$115.00 1796060

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Healthcare Financial Solutions, LLC* (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the for the Lenders, the L/C Issuers and each other Secured Party (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Borrowers, Holdings, the Lenders, the L/C Issuers from time to time party thereto and HFS, as Agent, are party to that certain Credit Agreement, dated as of January 30, 2017 (as amended prior to the date hereof, the “Existing Credit Agreement”);

WHEREAS, in connection with the Existing Credit Agreement, the Grantors and HFS entered into that certain Trademark Security Agreement, dated as of January 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Original Trademark Security Agreement”);

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 11, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among the Borrowers, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and HFS, as Agent, the parties have agreed to amend and restate the Existing Credit Agreement and the Lenders and the L/C Issuers have severally agreed to continue to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Amended and Restated Guaranty and Security Agreement dated as of May 11, 2018 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement;

* Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to continue to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby (a) ratifies, restates and confirms the continuing security interest granted in favor of the Agent, for the benefit of the Secured Parties pursuant to the Existing Credit Agreement and the Original Guaranty and Security Agreement and (b) mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon, all of its right, title and interest in, to and under the following Collateral owned such Grantor in its own name (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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 Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other

necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Amended and Restated Agreement shall terminate and the Lien on and security interest in the Trademarks Collateral shall be released upon Final Satisfaction.

Section 6. Counterparts. This Amended and Restated Trademark 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 Amended and Restated Trademark 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.

[SIGNATURE PAGES FOLLOW]

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

ACCESSIONE MEDCARD, INC.
as Grantor

By:


Name: Mark Spinner
Title: President

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By:

Name: Verleria King-Jones
Title: Duly Authorized Signatory

ACCESSIONE MEDCARD, INC.
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006389 FRAME: 0514


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

ACCESSIONE MEDCARD, INC.
as Grantor

By: _____
Name: Mark Spinner
Title: President

ACCEPTED AND AGREED
as of the date first above written:


HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: 
Name: Verleria King-Jones
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
ACCESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
	AccessOne MedCard, Inc.	Registered	4,216,304	October 2, 2012
ACCESSONE ACCESSABILITY	AccessOne MedCard, Inc.	Registered	4,339,214	May 21, 2013
ACCESSONE MEDCARD	AccessOne MedCard, Inc.	Registered	4,513,216	April 15, 2014

2. TRADEMARK APPLICATIONS

None.