

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NaviHealth, Inc.		08/01/2018	Corporation: DELAWARE
Curaspan Health Group, Inc.		08/01/2018	Corporation: DELAWARE
R Cubed, Inc.		08/01/2018	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86415654	LIVESAFE
Serial Number:	86380116	NAVIGATING POST ACUTE CARE
Serial Number:	86022777	NAVIHEALTH
Serial Number:	87245358	NAVIHEALTH
Serial Number:	86208244	CURASPAN
Serial Number:	86208252	CURASPAN
Serial Number:	77776692	CURASPAN HEALTH GROUP
Serial Number:	86387539	CURASPAN INTAKE
Serial Number:	77803377	DISCHARGECENTRAL
Serial Number:	75906220	EDISCHARGE
Serial Number:	77806139	GET CONNECTED.
Serial Number:	86387538	OUTREACHCENTRAL
Serial Number:	77803404	PATIENT CONNECTOR
Serial Number:	86597010	QUICKCASE
Serial Number:	77803395	REFERRALCENTRAL
Serial Number:	77803401	REFERRALCONNECTOR
Serial Number:	86596981	REVIEWCENTRAL

OP \$490.00 86415654

Property Type	Number	Word Mark
Serial Number:	77803406	RIDE CONNECTOR
Serial Number:	85344579	SENIORMETRIX

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/01/2018

Total Attachments: 7

- source=04. Nomad - Notice & Confirmation of Grant of Security Interest in Trademarks#page1.tif
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of August 1, 2018, made by NAVIHEALTH, INC., CURASPAN HEALTH GROUP, INC. and R CUBED, INC. (each, a "Grantor" and together, the "Grantors"), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a wholly-owned direct or indirect subsidiary of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a Guarantee and Collateral Agreement, dated as of August 1, 2018, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement and existing licenses to use the Trademarks granted by the applicable Grantor) and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

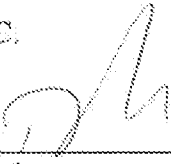
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

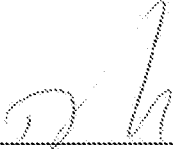
NAVIHEALTH, INC.

By: 
Name: Tony Hughes
Title: Treasurer and Secretary

CURASPAN HEALTH GROUP, INC.

By: 
Name: Tony Hughes
Title: Treasurer and Secretary

R CUBED, INC.

By:  _____

Name: Tony Hughes

Title: Treasurer and Secretary

BARCLAYS BANK PLC,
as Agent

By: _____
Name: _____
Title: _____



John Skrobe
Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006399 FRAME: 0800

SCHEDULE I

Trademark Registrations

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
NaviHealth, Inc.	LIVESAFE	(86/415654) / 4847538	10/06/2014	11/03/2015
NaviHealth, Inc.	NAVIGATING POST ACUTE CARE	(86/380116) / 4856583	08/28/2014	11/17/2015
NaviHealth, Inc.	NAVIHEALTH	(86/022777) / 4782511	07/29/2013	07/28/2015
NaviHealth, Inc.	NAVIHEALTH & Design	(87/245358) / 5424437	11/22/2016	03/13/2018
Curaspan Health Group, Inc.	CURASPAN	(86/208244) / 4923306	02/28/2014	03/22/2016
Curaspan Health Group, Inc.	CURASPAN & Design	(86/208252) / 4923307	02/28/2014	03/22/2016
Curaspan Health Group, Inc.	CURASPAN HEALTH GROUP	(77/776692) / 3906269	07/08/2009	01/18/2011
Curaspan Health Group, Inc.	CURASPAN INTAKE	(86/387539) / 5124754	09/07/2014	01/17/2017
Curaspan Health Group, Inc.	DISCHARGECENTRAL	(77/803377) / 4317409	08/12/2009	04/09/2013
Curaspan Health Group, Inc.	EDISCHARGE	(75/906220) / 2463012	01/31/2000	06/19/2001
Curaspan Health Group, Inc.	GET CONNECTED. (Stylized)	(77/806139) / 4292622	08/17/2009	02/19/2013
Curaspan Health Group, Inc.	OUTREACHCENTRAL	(86/387538) / 4989272	09/07/2014	06/28/2016
Curaspan Health Group, Inc.	PATIENT CONNECTOR	(77/803404) / 4350422	08/12/2009	06/11/2013
Curaspan Health Group, Inc.	QUICKCASE	(86/597010) / 4897598	04/14/2015	02/09/2016
Curaspan Health Group, Inc.	REFERRALCENTRAL	(77/803395) / 4317410	08/12/2009	04/09/2013
Curaspan Health Group, Inc.	REFERRALCONNECTOR	(77/803401) / 4547789	08/12/2009	06/10/2014
Curaspan Health Group, Inc.	REVIEWCENTRAL	(86/596981) / 4897596	04/14/2015	02/09/2016
Curaspan Health Group, Inc.	RIDE CONNECTOR	(77/803406) / 4403564	08/12/2009	09/17/2013
R Cubed, Inc.	SENIORMETRIX	(85/344579) / 4087719	06/13/2011	01/17/2012