

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
API HEALTHCARE CORPORATION		07/10/2018	Corporation:
VENTURA RAINBOW LLC		07/10/2018	Limited Liability Company:
CONCERRO, INC.		07/10/2018	Corporation:
FAYOLA SUNRISE LLC		07/10/2018	Limited Liability Company

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2272174	ACTIVESTAFFER
Registration Number:	3751561	API HEALTHCARE
Registration Number:	3751562	API HEALTHCARE
Registration Number:	4495863	API HEALTHCARE ELECTRONIC EMPLOYEE RECOR
Registration Number:	2149184	ATTENDANCE+
Registration Number:	4213435	CARECONNECT
Registration Number:	4115161	CONCERRO
Registration Number:	2158917	DEDUCTIT
Registration Number:	2152182	EDTRACK
Registration Number:	4502660	EER
Registration Number:	2666308	LABORVISION
Registration Number:	1719977	PAYROLLMATION
Registration Number:	4205412	SHIFTPREDICT
Registration Number:	4205407	SHIFTREWARDS
Registration Number:	4149252	SHIFTSELECT
Registration Number:	1852264	TIMECALL

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Property Type	Number	Word Mark
Registration Number:	1966889	TIMEID
Registration Number:	2160516	TIMEPC
Registration Number:	2307274	WWW.REPORTXPRESS
Registration Number:	2308735	WWW.TIMEPC
Registration Number:	2106935	BENEFITS NAVIGATOR
Registration Number:	2106934	APPLICANTS NAVIGATOR
Registration Number:	2106933	POSITION CONTROL NAVIGATOR
Registration Number:	2106929	PAYROLL NAVIGATOR
Registration Number:	1972091	REPORTXPRESS
Registration Number:	3365827	COMMANDAWARE
Serial Number:	86710035	CALIBRATE
Registration Number:	2337375	IDX
Registration Number:	2790242	PATIENT ONLINE
Registration Number:	2571102	PATIENT ONLINE

CORRESPONDENCE DATA

Fax Number: 2127158100

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: 212-715-9100

Email: kltrademark@kramerlevin.com

Correspondent Name: KRAMER LEVIN NAFTALIS & FRANKEL LLP

Address Line 1: 1177 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER: Diane Torniali

SIGNATURE: /Diane Torniali/

DATE SIGNED: 07/12/2018

Total Attachments: 8

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of July 10, 2018, by API Healthcare Corporation, a Wisconsin corporation, Concerro, Inc., a California corporation, Fayola Sunrise LLC, a Delaware limited liability company and Ventura Rainbow LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 10, 2018 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") among VVC HOLDING CORP., a Delaware corporation ("Administrative Borrower") and WFM HOLDING CORP., a Delaware corporation ("Co-Borrower") (each, a "Borrower" and collectively, the "Borrowers"), the Subsidiary Guarantors, each of the Lenders party thereto (together with any other Person who from time to time is a maker of any Loans, the "Lenders"), GOLDMAN SACHS BANK USA, as administrative agent for the Lenders and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement), the Lenders have severally agreed to make the Loans upon the terms and subject to the conditions set forth therein;

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral 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 in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, "Trademark Collateral");

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. Subject to the terms of the Intercreditor Agreement, the security interest granted pursuant to this Second Lien Trademark Security

Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

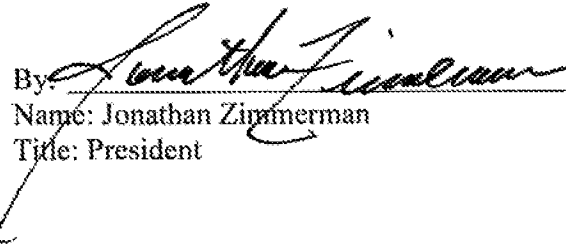
API HEALTHCARE CORPORATION

By 

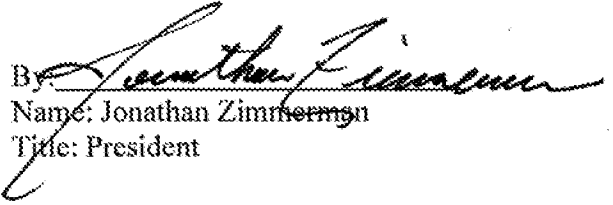
Name: Jonathan Zimmerman

Title: President

VENTURA RAINBOW LLC

By: 
Name: Jonathan Zimmerman
Title: President

CONCERRO, INC.

By: 
Name: Jonathan Zimmerman
Title: President

FAYOLA SUNRISE LLC

By:



Name: Jonathan Zimmerman

Title: President

AGREED TO AND ACCEPTED

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name: **Robert Ehudin**

Title: **Authorized Signatory**

SCHEDULE I

to

**SECOND LIEN TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS**

Registration No./Application No.	Mark	Owner
2,272,174	ACTIVESTAFFER (STYLISED)	API Healthcare Corporation
3,751,561	API HEALTHCARE	API Healthcare Corporation
3,751,562	API HEALTHCARE (STYLISED) & DESIGN	API Healthcare Corporation
4,495,863	API HEALTHCARE ELECTRONIC EMPLOYEE RECORD (STYLISED)	API Healthcare Corporation
2,149,184	ATTENDANCE+	API Healthcare Corporation
4,213,435	CARECONNECT	Concerro, Inc.
4,115,161	CONCERRO	Concerro, Inc.
2,158,917	DEDUCTIT	API Healthcare Corporation
2,152,182	EDTRACK	API Healthcare Corporation
4,502,660	EER	API Healthcare Corporation
2,666,308	LABORVISION	API Healthcare Corporation
1,719,977	PAYROLLMATION	API Healthcare Corporation
4,205,412	SHIFTPREDICT	Concerro, Inc.
4,205,407	SHIFTREWARDS	Concerro, Inc.
4,149,252	SHIFTSELECT	Concerro, Inc.
1,852,264	TIMECALL	API Healthcare Corporation
1,966,889	TIMEID	API Healthcare Corporation
2,160,516	TIMEPC	API Healthcare Corporation
2,307,274	WWW.REPORTXPRESS	API Healthcare Corporation
2,308,735	WWW.TIMEPC	API Healthcare Corporation
2,106,935	BENEFITS NAVIGATOR	API Healthcare Corporation
2,106,934	APPLICANTS NAVIGATOR	API Healthcare Corporation
2,106,933	POSITION CONTROL NAVIGATOR	API Healthcare Corporation
2,106,929	PAYROLL NAVIGATOR	API Healthcare Corporation
1,972,091	REPORTXPRESS	API Healthcare Corporation
3,365,827	COMMANDAWARE	Concerro, Inc.
86/710,035	CALIBRATE	Fayola Sunrise LLC
2,337,375	IDX	Fayola Sunrise LLC
2,790,242	PATIENT ONLINE	Ventura Rainbow LLC
2,571,102	PATIENT ONLINE	Ventura Rainbow LLC