

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDHOST OF TENNESSEE, INC.		09/07/2018	Corporation: TENNESSEE
MEDHOST DIRECT, INC.		09/07/2018	Corporation: TENNESSEE
MEDHOST CLOUD SERVICES, INC. (formerly known as YOURCAREUNIVERSE, INC.)		09/07/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Collateral Agent
Street Address:	2001 Ross Ave., Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	State chartered bank: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85337124	HMS DIRECT
Serial Number:	87397427	I GIVE BEYOND
Serial Number:	85076428	MEDHOST
Serial Number:	87063600	MEDHOST
Serial Number:	87063585	MEDHOST
Serial Number:	86144889	MEDHOST DIRECT
Serial Number:	78489884	MEDHOST POWERFUL SOLUTIONS...SIMPLICITY
Serial Number:	85076426	OPCENTER
Serial Number:	86681649	THE NASHVILLE EXPERIENCE
Serial Number:	86695319	THOUGHT CLOUDS
Serial Number:	86721750	TRANSVISIONAL THINKER
Serial Number:	86721738	TRANSVISIONAL THINKING
Serial Number:	86695329	THRIVE25
Serial Number:	87331666	YCE MARKETING SERVICES
Serial Number:	86854282	YOURCARE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86505927	YOURCAREANALYTICS
Serial Number:	86144982	YOURCARECOMMUNITY
Serial Number:	86505937	YOURCAREDATA
Serial Number:	86505953	YOURCAREEVERYWHERE
Serial Number:	86715500	
Serial Number:	86505947	YOURCAREHEALTH
Serial Number:	86505942	YOURCAREINTERACT
Serial Number:	86505909	YOURCARELINK
Serial Number:	86505902	YOURCAREREFERRAL
Serial Number:	86505934	YOURCARETRANSFER
Serial Number:	86505894	YOURCAREUNIVERSE
Serial Number:	86726637	

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 14868.515005

NAME OF SUBMITTER: /S/ MIA RAMIC

SIGNATURE: /S/ MIA RAMIC

DATE SIGNED: 09/07/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 7, 2018, by and between MEDHOST OF TENNESSEE, INC., a Tennessee corporation, MEDHOST DIRECT, INC., a Tennessee corporation, and YOURCAREUNIVERSE, INC., a Delaware corporation (individually, each a "Grantor" and collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of September 7, 2018 by and among MEDHOST SOLUTIONS CORP., a Delaware corporation ("Company"), MEDHOST, INC., a Delaware corporation ("Holdings"), the Credit Parties from time to time thereto, the Persons signatory thereto from time to time as lenders (the "Lenders") and GOLDMAN SACHS BANK USA, as Administrative Agent for the Lenders, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of September 7, 2018 by and among the Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, the Grantors granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of the Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority (subject to Permitted Liens which are prior as a matter of law) security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks owned by such Grantor set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature Pages to Follow]

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.

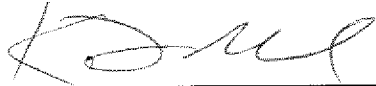
MEDHOST OF TENNESSEE, INC., as Grantor

By:  _____

Name: Kenneth D. Misch

Title: Chief Financial Officer and Treasurer

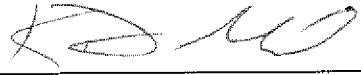
MEDHOST DIRECT, INC., as Grantor

By:  _____

Name: Kenneth D. Misch

Title: Chief Financial Officer and Treasurer

MEDHOST CLOUD SERVICES, INC., as Grantor

By:  _____

Name: Kenneth D. Misch

Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: _____

Name: Greg Watts

Title: Authorized Signatory

GW

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006459 FRAME: 0779

Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	DATE FILED/ SERIAL NUMBER	REGISTRATION DATE/ REGISTRATION NUMBER
HMS Direct	06/03/11/85337124	03/20/12/4114187
I Give Beyond	4-4-17/ 87397427	9-12-17/ 5,286,352
MEDHOST	7-1-10/85076428	2-22-11/3,922,729
MEDHOST (Non-Stylized Design-Expanded)	6-7-16/ 87063600	10-10-17/ 5,307,636
MEDHOST (Stylized Design - Expanded)	6-7-16/ 87063585	1-31-17/ 5,132,651
MEDHOST Direct	12-16-13/86144889	2-10-15/4,683,644
Medhost Powerful Solutions...Simplicity of Touch (design)	9-27-04/78489884	8-1-06/3,124,679
OPCENTER	7-1-10/85076426	3-29-11/3,937,225
The Nashville Experience	7-2-15/86681649	3-21-17/ 5,167,180
Thought Clouds	7-16-15/86695319	6-21-16/4,985,231
Transvisional Thinker	8-11-15/86721750	5-3-16/4,950,596
Transvisional Thinking	8-11-15/86721738	5-3-16/4,950,595
Thrive25	7-16-15/86695329	6-21-16/4,985,232
YCE Marketing Services	2-10-17 / 87331666	3-13-18 / 5,424,840
YOURCARE (Supplemental Registration)	12-18-15/86854282	7-26-16/5,009,851
YOURCAREANALYTICS	1-16-15/86505927	6-28-16/ 4,990,560
YOURCARECOMMUNITY	12-16-13/86144982	7-22-14/4,571,813
YOURCAREDATA	1-16-15/86505937	6-28-16/4,990,562
YOURCAREEVERYWHERE	1-16-15/86505953	5-22-18/ 5,475,813
YOURCAREEVERYWHERE (3 Clipboard Logo design)	8-5-15/86715500	5-3-16/4,953,133
YOURCAREHEALTH	1-16-15/86505947	10-13-15/4,833,702
YOURCAREINTERACT	1-16-15/86505942	2-27-18/ 5,413,185

YOURCARELINK	1-16-15/86505909	3-8-16/4,912,243
YOURCAREREFERRAL	1-16-15/86505902	6-28-16/4,990,559
YOURCARETRANSFER	1-16-15/86505934	6-28-16/4,990,561
YOURCAREUNIVERSE	1-16-15/86505894	3-22-16/4,924,094
YOURCAREUNIVERSE (Logo design)	8-17-15/86726637	2-23-16/4,905,203