

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Call Corporation		02/19/2019	Corporation: DELAWARE
Alignnetworks, Inc.		02/19/2019	Corporation: FLORIDA
MSC Group, Inc.		02/19/2019	Corporation: DELAWARE
One Call Medical, Inc.		02/19/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4901013	GOLD STANDARD REVIEW	
Registration Number:	4328656	GSA	
Registration Number:	4273551	GOLD STANDARD REVIEW	
Registration Number:	5025447	A	
Registration Number:	4901012	A ALIGN NETWORKS	
Registration Number:	4843715	ALIGN NETWORKS	
Registration Number:	4550173	NETWORK SYNERGY GROUP THINKING DIFFERENT	
Registration Number:	4432955	MSC CARE BLUEPRINT	
Registration Number:	4432954	MSC CARETRACK	
Registration Number:	4276576	MSC CARESYNC+	
Registration Number:	3986252	O OPTIMAL CARE TRANSPORTATION & TRANSLAT	
Registration Number:	5117701	RETURN TO HOME HAPPENS BEFORE RETURN TO	
Registration Number:	4429914	OC ONECALLCARE MANAGEMENT	
Registration Number:	4390898	EASYREFERRAL	
Registration Number:	4262112	EZ-AUTH	
Registration Number:	2073376	ONE CALL MEDICAL	

CH \$815.00 4901013

Property Type	Number	Word Mark
Registration Number:	5000395	LIFE ASSESSMENT
Registration Number:	4982357	OC ONECALLCARE EQUIPMENT + DEVICES
Registration Number:	4919690	CARE CONCIERGE
Registration Number:	4633542	OC ONECALLCARE DENTAL + DOCTOR
Registration Number:	4633543	OC ONECALLCARE DIAGNOSTICS
Registration Number:	4633544	OC ONECALLCARE PHYSICAL THERAPY
Registration Number:	4633545	OC ONECALLCARE HOME HEALTH + COMPLEX CAR
Registration Number:	4660541	OC ONECALLCARE TRANSPORT + TRANSLATE
Registration Number:	4530468	OC
Registration Number:	5429665	ONECALL
Registration Number:	5439403	OC ONECALL
Registration Number:	5291443	LUMINEER
Registration Number:	4834669	HIGH LINE HEALTH
Registration Number:	4275100	TECHHEALTH
Registration Number:	5591005	POLARIS
Registration Number:	5590946	POLARIS

CORRESPONDENCE DATA

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	17245-14-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	02/19/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated February 19, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, ONE CALL CORPORATION, a Delaware corporation (the “Issuer”), each Guarantor (as defined in the Indenture), the Collateral Agent and Wilmington Trust, National Association, as Trustee have entered into the Indenture dated as of February 19, 2019 (the “Issue Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, in connection with the Indenture, the Grantors and the Collateral Agent have entered into the First Lien Security Agreement dated as of the Issue Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Note Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

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

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Concerning the Collateral Agent. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and the Security Agreement and in acting hereunder, shall be entitled to all of the rights, privileges and immunities granted to the Collateral Agent in the Indenture and Security Agreement as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

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

ALIGNNETWORKS, INC.
MSC GROUP, INC.
ONE CALL MEDICAL, INC.

as Grantors

By: 

Name: Fred Pensotti

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006566 FRAME: 0901

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
solely in its capacity as Collateral Agent

By: W T Morris II
Name: W. Thomas Morris, II
Title: Vice President

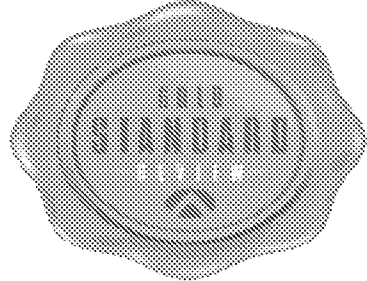
[Signature Page to Trademark Security Agreement]

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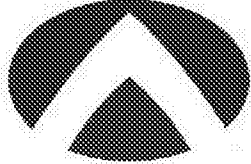

SCHEDULE A

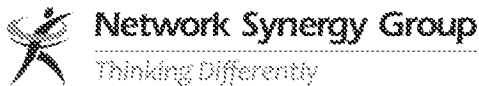
United States Trademark Registrations and Trademark Applications

Owner: Align Networks, Inc.

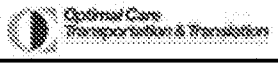
Trademark No.	Registration Date	Mark
4901013	2/16/2016	GOLD STANDARD REVIEW 
4328656	4/30/2013	GSA
4273551	1/8/2013	GOLD STANDARD REVIEW

Owner: ALIGNNETWORKS, Inc.

Trademark No.	Registration Date	Mark
5025447	8/23/2016	A 
4901012	2/16/2016	A ALIGN NETWORKS 
4843715	11/3/2015	ALIGN NETWORKS
4550173	6/17/2014	NETWORK SYNERGY GROUP THINKING DIFFERENTLY

Trademark No.	Registration Date	Mark
		
117140 (Alabama State Trademark)	6/13/2017	ONE CALL PHYSICAL THERAPY
Wisconsin State Trademark (no number given)	5/17/2017	ONE CALL PHYSICAL THERAPY
4028353 (Ohio State Trademark)	5/12/2017	ONE CALL PHYSICAL THERAPY

Owner: MSC Group, Inc.

Trademark No.	Registration Date	Trademark
4432955	11/12/2013	MSC CARE BLUEPRINT
4432954	11/12/2013	MSC CARETRACK
4276576	1/15/2013	MSC CARESYNC+
3986252	6/28/2011	 (OPTIMAL CARE TRANSPORTATION & TRANSLATION)
5117701	1/10/2017	RETURN TO HOME HAPPENS BEFORE RETURN TO WORK


State Trademarks - Owner: MSC Group, Inc.

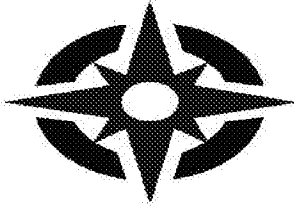
Trademark No.	Registration Date	Trademark
581775 (Arizona State Trademark)	9/27/2013	ONE CALL CARE MANAGEMENT
581773 (Arizona State Trademark)	9/27/2013	ONE CALL CARE HOME HEALTH + COMPLEX CARE

Trademark No.	Registration Date	Trademark
581772 (Arizona State Trademark)	9/27/2013	ONE CALL CARE EQUIPMENT + DEVICES
Wisconsin State Trademark (no number given)	8/21/2013	ONE CALL CARE EQUIPMENT + DEVICES
Wisconsin State Trademark (no number given)	8/21/2013	ONE CALL CARE MANAGEMENT
Wisconsin State Trademark (no number given)	8/21/2013	ONE CALL CARE HOME HEALTH + COMPLEX CARE
10180631 (Nebraska State Trademark)	8/14/2013	ONE CALL CARE MANAGEMENT
10180632 (Nebraska State Trademark)	8/14/2013	ONE CALL CARE EQUIPMENT + DEVICES
10180624 (Nebraska State Trademark)	8/14/2013	ONE CALL CARE HOME HEALTH + COMPLEX CARE
2221711 (Ohio State Trademark)	8/13/2013	ONE CALL CARE HOME HEALTH + COMPLEX CARE
2221712 (Ohio State Trademark)	8/13/2013	ONE CALL CARE EQUIPMENT + DEVICES
2221875 (Ohio State Trademark)	8/13/2013	ONE CALL CARE MANAGEMENT

Trademark No.	Registration Date	Trademark
646567 (Louisiana State Trademark)	8/12/2013	ONE CALL CARE HOME HEALTH + COMPLEX CARE
646568 (Louisiana State Trademark)	8/12/2013	ONE CALL CARE EQUIPMENT + DEVICES
646566 (Louisiana State Trademark)	8/12/2013	ONE CALL CARE MANAGEMENT

Owner: One Call Medical, Inc.

Trademark No.	Registration Date	Mark
4429914	11/05/2013	OC ONECALLCARE MANAGEMENT
4390898	8/27/2013	EASYREFERRAL
4262112	12/18/2012	EZ-AUTH
2073376	6/24/1997	ONE CALL MEDICAL
5000395	7/12/2016	LIFE ASSESSMENT
4982357	6/21/2016	OC ONECALLCARE EQUIPMENT + DEVICES
4919690	3/15/2016	CARE CONCIERGE
4633542	11/4/2014	OC ONECALLCARE DENTAL + DOCTOR
4660541	12/23/2014	OC ONECALLCARE TRANSPORT + TRANSLATE
4633543	11/4/2014	OC ONECALLCARE DIAGNOSTICS
4633544	11/4/2014	OC ONECALLCARE PHYSICAL THERAPY
4633545	11/4/2014	OC ONECALLCARE HOME HEALTH + COMPLEX CARE
4530468	5/13/2014	OC
5429665	3/20/2018	ONECALL
5439403	4/3/2018	 OC ONECALL

Trademark No.	Registration Date	Mark
5291443	9/19/2017	LUMINEER
4834669	10/20/2015	HIGH LINE HEALTH
4275100	1/15/2013	TECHHEALTH
5591005	10/23/2018	POLARIS  POLARIS
5590946	10/23/2018	POLARIS