

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
One Call Medical, Inc.		03/20/2019	Corporation: NEW JERSEY
MSC Group, Inc.		03/20/2019	Corporation: DELAWARE
ALIGNNETWORKS, Inc.		03/20/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main St., 14th Fl.
Internal Address:	TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4901013	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:	4546187	THINKING DIFFERENTLY
Registration Number:	5117701	RETURN TO HOME HAPPENS BEFORE RETURN TO
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:	4660541	OC ONECALLCARE TRANSPORT + TRANSLATE
Registration Number:	4633543	OC ONECALLCARE DIAGNOSTICS
Registration Number:	4633544	OC ONECALLCARE PHYSICAL THERAPY
Registration Number:	4633545	OC ONECALLCARE HOME HEALTH + COMPLEX CAR
Registration Number:	4530468	OC

OP \$565.00 4901013

Property Type	Number	Word Mark
Registration Number:	5429665	ONECALL
Registration Number:	5439403	OC ONECALL
Registration Number:	5291443	LUMINEER
Registration Number:	4834669	HIGH LINE HEALTH
Registration Number:	5591005	POLARIS
Registration Number:	5590946	POLARIS

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:	03/20/2019

Total Attachments: 7
source=One Call - Trademark Security Agreement No. 2#page1.tif
source=One Call - Trademark Security Agreement No. 2#page2.tif
source=One Call - Trademark Security Agreement No. 2#page3.tif
source=One Call - Trademark Security Agreement No. 2#page4.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. One Call Medical, Inc.
- 2. MSC Group, Inc.
- 3. ALIGNNETWORKS, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. NJ; 2. DE; 3. FL
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 20, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 901 Main St., 14th Fl., TX1-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paraiegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

March 20, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006596 FRAME: 0492

TRADEMARK SECURITY AGREEMENT NO. 2

This TRADEMARK SECURITY AGREEMENT NO. 2 (this "Trademark Security Agreement") dated as of March 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, among the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A. ("Bank of America), 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 Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CORAL PARENT, INC., a Delaware corporation ("Holdings"), OPAL ACQUISITION, INC., a Delaware corporation (the "Borrower"), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Credit Agreement dated as of November 27, 2013 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

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 Trademarks (as defined in the Security Agreement) that are registered or for which applications are pending, in each case, in the United States Patent and Trademark Office and as set forth in **Schedule A** hereto (excluding, for clarity, any Excluded ITU Application) (collectively, the "Trademark Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan 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 Loan 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 Loan Party.

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 authorized parties at such office 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.

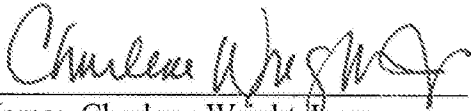
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor below 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.


One Call Medical, Inc.
MSC Group, Inc.
ALIGNNETWORKS, Inc.,
each as Grantor



By: 
Name: Fred Pensotti
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Charlene Wright-Jones
Title: Vice President

SCHEDULE A

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Align Networks, Inc.	<p>GOLD STANDARD REVIEW</p> 	4901013
ALIGNNETWORKS, Inc.	<p>A</p> 	5025447
ALIGNNETWORKS, Inc.	<p>A ALIGN NETWORKS</p> 	4901012
ALIGNNETWORKS, Inc.	ALIGN NETWORKS	4843715
ALIGNNETWORKS, Inc.	<p>NETWORK SYNERGY GROUP THINKING DIFFERENTLY</p> 	4550173
ALIGNNETWORKS, Inc.	THINKING DIFFERENTLY	4546187
MSC Group, Inc.	RETURN TO HOME HAPPENS BEFORE RETURN TO WORK	5117701
One Call Medical, Inc.	LIFE ASSESSMENT	5000395
One Call Medical, Inc.	OC ONECALLCARE EQUIPMENT + DEVICES	4982357
One Call Medical, Inc.	CARE CONCIERGE	4919690
One Call Medical, Inc.	OC ONECALLCARE DENTAL + DOCTOR	4633542
One Call Medical, Inc.	OC ONECALLCARE TRANSPORT + TRANSLATE	4660541
One Call Medical, Inc.	OC ONECALLCARE DIAGNOSTICS	4633543

Registered owner/ Grantor	Trademark	Registration No. or Application No.
One Call Medical, Inc.	OC ONECALLCARE PHYSICAL THERAPY	4633544
One Call Medical, Inc.	OC ONECALLCARE HOME HEALTH + COMPLEX CARE	4633545
One Call Medical, Inc.	OC	4530468
One Call Medical, Inc.	ONECALL	5429665
One Call Medical, Inc.	 <p data-bbox="776 720 945 747">OC ONECALL</p>	5439403
One Call Medical, Inc.	LUMINEER	5291443
One Call Medical, Inc.	HIGH LINE HEALTH	4834669
One Call Medical, Inc.	<p data-bbox="803 854 917 882">POLARIS</p>  <p data-bbox="756 1108 967 1136">POLARIS</p>	5591005
One Call Medical, Inc.	POLARIS	5590946