

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEALTHPRO MANAGEMENT SERVICES, LLC		04/11/2019	Limited Liability Company: DELAWARE
THERASTAT DATA LLC		04/11/2019	Limited Liability Company: NORTH CAROLINA
SPECTRUM PROFESSIONAL SERVICES, LLC		04/11/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 S. WACKER DRIVE
Internal Address:	36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3788432	HEALTHMAX
Registration Number:	3794485	SPS HEALTH
Registration Number:	4765743	HP
Registration Number:	2445826	THERASTAT
Registration Number:	2477838	THERASTAT
Registration Number:	2819092	THERASTAT

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8208

Email: alana.hernandez@kattenlaw.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN

Address Line 1: 525 W MONROE STRETT

Address Line 4: CHICAGO, ILLINOIS 60661

TRADEMARK

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	04/11/2019
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 11th day of April, 2019, by HEALTHPRO MANAGEMENT SERVICES, LLC, a Delaware limited liability company (“**HealthPRO Management**”), THERASTAT DATA LLC, a North Carolina limited liability company (“**TheraStat**”) and SPECTRUM PROFESSIONAL SERVICES, LLC, a Delaware limited liability company (“**Spectrum Professional**”); and together with HealthPRO Management and TheraStat, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantors, the Borrowers, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 11th, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 11th, 2019 among Grantee, Grantors and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to each Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor

hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" Trademark application that constitutes Excluded Property for so long as such "intent-to-use" Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

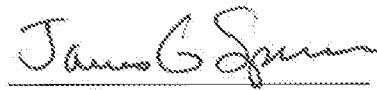
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

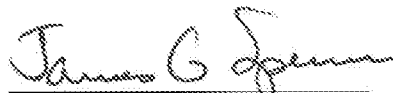
**HEALTHPRO MANAGEMENT SERVICES,
LLC**, a Delaware limited liability company

By: 
Name: James Spencer
Title: Treasurer

**SPECTRUM PROFESSIONAL SERVICES,
LLC**, a Delaware limited liability company

By: 
Name: James Spencer
Title: Treasurer

THERASTAT DATA LLC, a North Carolina
limited liability company

By: 
Name: James Spencer
Title: Treasurer

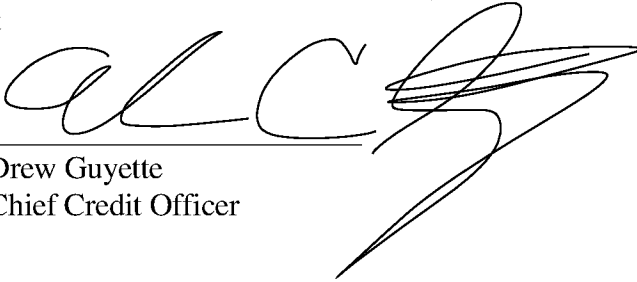
{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 006615 FRAME: 0510**

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: _____
Name: Drew Guyette
Title: Chief Credit Officer

A handwritten signature in black ink, appearing to read 'Drew Guyette', written over a horizontal line. The signature is stylized and extends to the right of the line.

Schedule A

U.S. Trademark Registrations

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Registration
HealthPRO Management Services, LLC	U.S.	HEALTHMAX	77684314	3788432	March 5, 2009
Spectrum Professional Services, LLC	U.S.	SPS HEALTH	77684358	3794485	March 5, 2009
HealthPRO Management Services, LLC	U.S.	HP	86271958	4765743	May 5, 2014
TheraStat Data LLC	U.S.	THERASTAT	75799884	2445826	September 15, 1999
TheraStat Data LLC	U.S.	THERASTAT	76079815	2477838	June 28, 2000
TheraStat Data LLC	U.S.	THERASTAT	76466858	2819092	November 14, 2002