

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCS HEALTHCARE HOLDINGS, LLC		08/13/2019	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Banco Popular de Puerto Rico		
Street Address:	208 Ponce de León Avenue		
Internal Address:	6th Floor Popular Center		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	Banking Corporation: PUERTO RICO.		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3741883	MEDICAL CARD SYSTEM	
Registration Number:	3733547	MCS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	7872741212		
Email:	dmurgia@pmalaw.com		
Correspondent Name:	Diego Murgia		
Address Line 1:	208 Ponce de León Avenue		
Address Line 2:	Popular Center 19th Floor		
Address Line 4:	San Juan, PUERTO RICO 00918		
NAME OF SUBMITTER:	Diego Murgia		
SIGNATURE:	/Diego Murgia/		
DATE SIGNED:	08/15/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2019, by **MCS HEALTHCARE HOLDINGS, LLC**, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (collectively, the “**Grantor**”), in favor of **BANCO POPULAR DE PUERTO RICO**, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security, Pledge and Assignment Agreement dated August 13, 2019 (the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make the Advances under the Credit Agreement, the Grantor hereby agrees with the Administrative 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 Trademarks. The Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) the Trademarks of the Grantor listed on **Schedule I** attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Continuing Lien. This Trademark Security Agreement creates a continuing Lien and security interest in the Collateral described herein and shall (i) remain in full force and effect until the date which is the later of (x) the date of expiration or termination of the Commitments under the terms of the Credit Agreement, and (y) the date on which the Lenders

have received indefeasible payment in full in cash of the Obligations, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Lenders and their respective permitted successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent permitted under the Credit Agreement, any Lender may assign or otherwise transfer any Term Loan Note held by it to any other Eligible Assignee, and such other Eligible Assignee shall thereupon become vested with all of the benefits in respect thereof granted to such Eligible Assignee herein or otherwise.

SECTION 5. Counterparts. This 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 Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

MCS HEALTHCARE HOLDINGS, LLC

By: [Signature]
Name: James P. O'Drobinak
Title: Chief Executive Officer

By: [Signature]
Name: Jose R. Aponte Amador
Title: Chief Financial Officer

Affidavit No.: 85

Acknowledged and subscribed before me in San Juan, Puerto Rico on this 13th day of August, 2019 by the following persons who are personally known to me: James P. O'Drobinak, of legal age, married, executive and resident of San Juan, Puerto Rico, as Chief Executive Officer of MCS Healthcare Holdings, LLC and by Jose R. Aponte Amador, of legal age, single, executive and resident of Guaynabo, Puerto Rico, as Chief Financial Officer of MCS Healthcare Holdings, LLC.



Sello

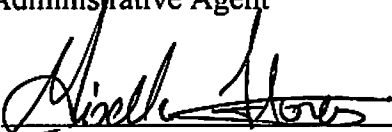


[Signature]
Notary Public

TRADEMARK
REEL: 006726 FRAME: 0921

Accepted and Agreed:

BANCO POPULAR DE PUERTO RICO,
as Administrative Agent

By: 
Name:
Title:

577284

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MCS Healthcare Holdings, LLC	200288	MCS ENLACE
MCS Healthcare Holdings, LLC	200287	MCS LIFE INSURANCE COMPANY
MCS Healthcare Holdings, LLC	207006	MCS BALANCE
MCS Healthcare Holdings, LLC	202063	MCS 30 AÑOS CUIDANDO A NUESTRO PUEBLO
MCS Healthcare Holdings, LLC	201759	MCS 30 AÑOS CUIDANDO A NUESTRO PUEBLO
MCS Healthcare Holdings, LLC	202009	MCS ADVANTAGE
MCS Healthcare Holdings, LLC	208906	MCS REWARDS
MCS Healthcare Holdings, LLC	213973	MCS DISCOUNTS
MCS Healthcare Holdings, LLC	3741883	MEDICAL CARD SYSTEM
MCS Healthcare Holdings, LLC	3733547	MCS

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MCS Healthcare Holdings, LLC	212784-36-0	MCS GIA
MCS Healthcare Holdings, LLC	216198-35-0	¡VIVE LA VIDA PLENA!

OWNER	APPLICATION NUMBER	TRADEMARK
MCS Healthcare Holdings, LLC	229862-41-1	MCS CONEXIÓN EN SALUD
MCS Healthcare Holdings, LLC	228204-44-1	MCS CARE CLUBS
MCS Healthcare Holdings, LLC	228167-44-1	MCS CONCIERGE
MCS Healthcare Holdings, LLC	228333-36-0	VIVELA MCS
MCS Healthcare Holdings, LLC	228332-36-0	VIVELA MCS (BACKGROUND GREEN)
MCS Healthcare Holdings, LLC	228331-36-0	VIVELA MCS
MCS Healthcare Holdings, LLC	228027-36-0	VIVELA MCS
MCS Healthcare Holdings, LLC	226743-44-1	MCS MEDILINEA
MCS Healthcare Holdings, LLC	227807-09-0	MCS VIVE SALUDABLE
MCS Healthcare Holdings, LLC	227927-41-1	MCS EN ALERTA
MCS Healthcare Holdings, LLC	228165-44-1	MCS CARE CENTER
MCS Healthcare Holdings, LLC	227930-35-1	MCS CONTIGO
MCS Healthcare Holdings, LLC	228483-36-0	MAS QUE UN PLAN DE SALUD