

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optima Healthcare Solutions, LLC		08/21/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5360435	OPTIMAEDU	
Registration Number:	5052870	OPTIMACEU	
Registration Number:	5193852	REHABOPTIMA5	
Registration Number:	5193821	REHAB OPTIMA 5	
Registration Number:	4927285	OPTIMACEU	
Registration Number:	5360401	OPTIMAEDU	
Registration Number:	5193816	REHABOPTIMA	
Registration Number:	5193814	REHAB OPTIMA	
Registration Number:	2914548	REHAB OPTIMA	
Registration Number:	4630210	PT PUB NIGHT	
Registration Number:	2899685	GIFTRAP HEALTH CARE SOLUTIONS	
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:	212-819-2655		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Peter Giovine/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		

CH \$290.00 5360435

Address Line 4: New York, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	1182886-0045-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	08/22/2019
Total Attachments: 6 source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page1.tif source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page2.tif source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page3.tif source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page4.tif source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page5.tif source=Golub - Net Health - Trademark Security Agreement (Optima) EXECUTED (003)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2019 and effective as of August 16, 2019, is made by **OPTIMA HEALTHCARE SOLUTIONS, LLC**, a Florida limited liability company (“Grantor”), in favor of **GOLUB CAPITAL MARKETS LLC**, as administrative agent (in such capacity, “Grantee”), for the benefit of itself and other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the U.S. Trademark registrations listed on **Schedule 1** annexed hereto;

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of December 21, 2017 ((i) as amended by that certain First Amendment to Credit Agreement, dated as of August 31, 2018, among Net Health Acquisition Corp., a Delaware corporation (the “Borrower”), Net Health Holdings Corporation, a Delaware corporation (“Holdings”), the other Loan Parties party thereto, the Lenders party thereto and the Grantee, (ii) as supplemented by that certain Joinder Agreement to Credit Agreement, dated as of October 5, 2018, between Focus on Therapeutic Outcomes, Inc., a Delaware corporation (“FOTO”) and the Grantee, (iii) that certain Second Amendment to Credit Agreement, dated as of July 11, 2019, among the Borrower, Holdings, the other Loan Parties party thereto, the Lenders party thereto, and the Grantee, (iv) as supplemented by that certain Joinder Agreement to Credit Agreement, dated as of the date hereof, among the Grantor, the other Loan Parties party thereto and the Grantee and (v) as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties party from time to time party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 21, 2017 ((i) as supplemented by that certain Joinder Agreement to Security Agreement, dated as of October 5, 2018, between FOTO and the Grantee, (ii) as supplemented by that certain Joinder Agreement to Security Agreement, dated as of the date hereof, among the Grantor, the other Loan Parties party thereto and the Grantee and (iii) as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, the Borrower, Holdings, and the other Persons party thereto as “Grantors” thereunder and Grantee, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired U.S. Trademarks, U.S. Trademark registrations and U.S. Trademark applications (excluding any “intent to use” U.S. Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office

(but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such U.S. Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, dilution, violation or impairment of any U.S. Trademark registration owned by Grantor including, without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto.

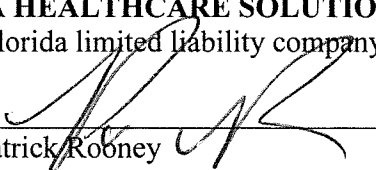
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

**OPTIMA HEALTHCARE SOLUTIONS,
LLC**, a Florida limited liability company

By: 
Name: Patrick Rooney
Title: Treasurer and Chief Financial
Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006727 FRAME: 0346**

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 

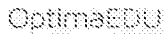
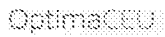
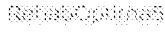



Name: Robert G. Duchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006727 FRAME: 0347

Schedule 1
to
Trademark Security Agreement

Registration or Application Number	Jurisdiction	Title	Registration Date/ Filing Date	Current Applicants / Registered Owners
5360435	USPTO		Registration: 12/19/2017 Filing: 10/01/2015	Optima Healthcare Solutions, LLC
5052870	USPTO		Registration: 10/04/2016 Filing: 10/01/2015	Optima Healthcare Solutions, LLC
5193852	USPTO		Registration: 05/02/2017 Filing: 10/01/2015	Optima Healthcare Solutions, LLC
5193821	USPTO	REHAB OPTIMA 5	Registration: 05/02/2017 Filing: 08/20/2015	Optima Healthcare Solutions, LLC
4927285	USPTO	OPTIMACEU	Registration: 03/29/2016 Filing: 08/20/2015	Optima Healthcare Solutions, LLC
5360401	USPTO	OPTIMAEDU	Registration: 12/19/2017 Filing: 08/20/2015	Optima Healthcare Solutions, LLC
5193816	USPTO		Registration: 05/02/2017 Filing: 08/18/2015	Optima Healthcare Solutions, LLC
5193814	USPTO	REHAB OPTIMA	Registration: 05/02/2017 Filing: 08/17/2015	Optima Healthcare Solutions, LLC
2914548	USPTO		Registration: 12/28/2004 Filing: 08/11/2003	Optima Healthcare Solutions, LLC
2899685	USPTO		Registration: 11/02/2004 Filing: 07/03/2003	Optima Healthcare Solutions, LLC
4630210	USPTO	PT Pub Night	Registration: 10/28/2014	Optima Healthcare Solutions, LLC

Registration or Application Number	Jurisdiction	Title	Registration Date/ Filing Date	Current Applicants / Registered Owners
			Filing: 05/19/2014	