

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessOne MedCard, Inc.		10/28/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as administrative agent		
Street Address:	300 Fifth Avenue		
Internal Address:	The Tower at PNC Plaza		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSIONE	
Registration Number:	4339214	ACCESSIONE ACCESSABILITY	
Registration Number:	4513216	ACCESSIONE MEDCARD	
Registration Number:	5848912	ACCESSIONE COMPASSIONATE FINANCING. ACCES	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19628547		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/28/2019		

CH \$115.00 1796060

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of PNC Bank, National Association (“PNC”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the for the Lenders, the Issuing Lenders and each other Secured Party (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 28, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the Issuing Lender from time to time party thereto and PNC, as Agent for the Lenders and the Issuing Lender, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Guaranty and Security Agreement dated as of October 28, 2019, in favor of Agent (such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Lenders and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon, all of its right, title and interest in, to and under the following Collateral owned such Grantor in its own name (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released on the Facility Termination Date.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

ACCESSONE MEDCARD, INC.

By: 
Name: Mark Spinner
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006781 FRAME: 0353

ACCEPTED AND AGREED
as of the date first above written:

**PNC BANK, NATIONAL
ASSOCIATION**, as Administrative Agent

By:

Name: Matt Burge


Title: Managing Director

A handwritten signature in black ink, appearing to read "Matt Burge", is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
ACESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
ACESSONE ACCESSABILITY	AccessOne MedCard, Inc.	Registered	4,339,214	May 21, 2013
ACESSONE MEDCARD	AccessOne MedCard, Inc.	Registered	4,513,216	April 15, 2014
	AccessOne MedCard, Inc.	Registered	5,848,912	September 3, 2019

2. TRADEMARK APPLICATIONS

None.