

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560087

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iCare Health Solutions, LLC		02/03/2020	Limited Liability Company: FLORIDA
ICARE HEALTH OPTIONS, LLC		02/03/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Oak Healthcare Finance, LLC, as Administrative Agent		
<b>Street Address:</b>	1155 Avenue of the Americas, 15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5915287	MEDEGY HEALTH SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
<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>			
<b>Phone:</b>	4044435626		
<b>Email:</b>	tlockley@mcguirewoods.com		
<b>Correspondent Name:</b>	Tequira Lockley - Paralegal		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E., Suite 2100		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	2071526.0024		
<b>NAME OF SUBMITTER:</b>	Tequira Lockley		
<b>SIGNATURE:</b>	//Tequira Lockley//		
<b>DATE SIGNED:</b>	02/03/2020		
<b>Total Attachments: 5</b>			
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OP \$40.00 5915287

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 3, 2020 (this "Agreement"), is made by ICARE HEALTH SOLUTIONS, LLC, a Florida limited liability company ("Solutions"), and ICARE HEALTH OPTIONS, LLC, a Florida limited liability company ("Options"), and together with Solutions, "Grantors"), in favor of WHITE OAK HEALTHCARE FINANCE, LLC ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for all Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of February 3, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantors, the other Borrowers (as defined in the Loan Agreement) from time to time party thereto, the Subsidiaries of Borrowers from time to time party thereto as Guarantors (as defined in the Loan Agreement), the Lenders (as defined in the Loan Agreement) from time to time party thereto, and Administrative Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to the Loan Agreement, to Administrative Agent a security interest in all of such Grantor's Intellectual Property (as defined in the Loan Agreement) other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver this Agreement to Administrative Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in **Section 1.02** of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Intellectual Property 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 Obligations, hereby grants, pledges, and collaterally assigns to Administrative Agent, for itself and the ratable benefit of the Lenders, and grants to Administrative Agent, for itself and the ratable benefit of the Lenders, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under any and all of the following Collateral of such Grantor now owned or hereafter acquired or arising (collectively, "Intellectual Property Collateral"), provided that the Intellectual Property Collateral shall not include the Excluded Property (as defined in the Loan Agreement):

(a) (i) all trademarks, trade names, corporate names, business names, trade dress, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like

nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, including without limitation, those set forth on Exhibit A attached hereto; (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill (as defined in the Loan Agreement) associated with or symbolized by any of the foregoing (collectively, the “Trademarks”);

(b) all rights under any written document now owned or hereafter acquired by such Grantor (or in which such Grantor has rights or the power to transfer rights to a secured party) granting any right to use any Trademark or Trademark registration; and

(c) all accessions to, substitutions for, and all replacements, products and Proceeds (in whatever form or nature) of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, including any Trademark listed on Exhibit A hereto, or for injury to the goodwill associated with any Trademark.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in furtherance of and in conjunction with, and not in limitation of, the security interest granted to Administrative Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and Grantors and Administrative Agent hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is not intended to modify the applicable terms and conditions of the Loan Agreement and to the extent of any conflict, the Loan Agreement shall control.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in “pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

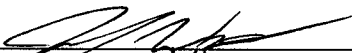
Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

**ICARE HEALTH SOLUTIONS, LLC**,  
a Florida limited liability company  
as a Grantor

By:   
Name: Joseph Walker  
Title: Vice President

**ICARE HEALTH OPTIONS, LLC**,  
a Florida limited liability company  
as a Grantor

By:   
Name: Joseph Walker  
Title: Vice President

**ACCEPTED AND AGREED**  
as of the date first above written:

**WHITE OAK HEALTHCARE FINANCE, LLC,**  
as Administrative Agent

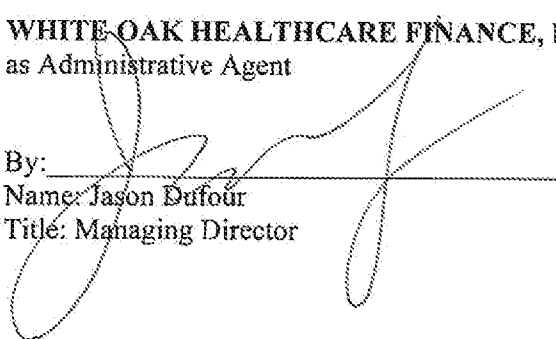
By:   
Name: Jason Dufour  
Title: Managing Director

EXHIBIT A

Trademarks

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
MEDEGY SYSTEMS	HEALTH	87419488	April 21, 2017	5915287	ICare Health Options, Inc. DBA Medegy Health

TRADEMARK

REEL: 006854 FRAME: 0474

RECORDED: 02/03/2020