

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AssureCare, LLC		06/19/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	301 E. Fourth Street		
Internal Address:	OH-18-30-2902		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4690708	IPATIENTCARE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 2:	ATTN: Vincent C. Lombardozzi		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	68538-199		
NAME OF SUBMITTER:	Miranda Horan		
SIGNATURE:	/MirandaHoran/		
DATE SIGNED:	08/03/2020		
Total Attachments: 4			
source=AssureCare - First Amendment to Trademark Security Agreement final#page1.tif			
source=AssureCare - First Amendment to Trademark Security Agreement final#page2.tif			

CH \$40.00 4690708

source=AssureCare - First Amendment to Trademark Security Agreement final#page3.tif

source=AssureCare - First Amendment to Trademark Security Agreement final#page4.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of June 19, 2020 (the “Effective Date”), is entered into by and between **ASSURECARE, LLC**, an Ohio limited liability company (“Debtor”), whose principal place of business and mailing address is 250 West Court Street, Cincinnati, Ohio 45202, and **KEYBANK NATIONAL ASSOCIATION**, a national banking association (“Lender”), for its benefit and the benefit of each of its Affiliates (collectively, “Secured Party”), having an office at 301 E. Fourth Street, OH-18-30-2902, Cincinnati, Ohio 45202, and is as follows:

Preliminary Statements

A. Debtor, AssureMeds LLC, an Ohio limited liability company, iPatientCare LLC, a Delaware limited liability company, and Lender are parties to that certain Amended and Restated Credit and Security Agreement, dated as of June 11, 2019 (as amended, modified, supplemented, restated, or otherwise changed from time to time, the “Credit and Security Agreement”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Credit and Security Agreement. In connection with the Credit and Security Agreement, Debtor and Secured Party entered into a Trademark Security Agreement, dated as of February 26, 2018 (the “Trademark Security Agreement”).

B. Loan Parties and Lender have decided to amend the Credit and Security Agreement pursuant to that certain First Amendment to Amended and Restated Credit and Security Agreement, dated as of the Effective Date, between Loan Parties and Lender (the “First Amendment”). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit and Security Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the First Amendment that Debtor amends the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

D. Now, Therefore, in order to satisfy the condition precedent set forth in the First Amendment, Debtor and Secured Party hereby amend the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I attached to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement and to be made a part thereof. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof (collectively, the “First Amendment Supplemental Trademark Collateral”) constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.

Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect, and this Amendment is not a novation of the Trademark Security Agreement. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interest in or other Liens on the Trademark Collateral granted pursuant to the Trademark Security Agreement or the Credit and Security Agreement; rather, this Amendment is a supplement thereto for purposes of a filing with the United States Patent and Trademark Office to evidence the security interest and Lien granted on the First Amendment Supplemental Trademark Collateral. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the First Amendment Supplemental Trademark Collateral) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Encumbrances.

3. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed, it (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

4. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

6. Incorporation by Reference. This Amendment shall be subject to the terms and conditions of the Credit and Security Agreement as a "Loan Document", including, without limitation, Sections 12.3 and 15.1 of the Credit and Security Agreement as if re-written and incorporated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender and Debtor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

ASSURECARE, LLC,
an Ohio limited liability company

By: 
Mahendra B. Vora, a Manager

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: 
Amy M. McFarland, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

U.S. Trademarks

Owner: AssureCare, LLC, an Ohio limited liability company

Mark	Serial Number	Filing Date	Registration Number	Registration Date
IPATIENTCARE	86090066	10/12/2013	4690708	02/24/2015