

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PatientWorks Corporation		02/22/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NewBold Corporation		
Street Address:	450 Weaver Street		
City:	Rocky Mount		
State/Country:	VIRGINIA		
Postal Code:	24151		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85192650	CHECK-IN WORKS	
Registration Number:	2678979	PATIENTWORKS	
Registration Number:	3785836	KIOSKWORKS	
CORRESPONDENCE DATA			
Fax Number:	(540)983-7711		
Phone:	5409837611		
Email:	mhertz@woodsrogers.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael J. Hertz		
Address Line 1:	10 South Jefferson Street		
Address Line 2:	Suite 1400		
Address Line 4:	Roanoke, VIRGINIA 24011		
NAME OF SUBMITTER:	Michael J. Hertz		
Signature:	/Michael J. Hertz/		

OP \$90.00 85192650

Date:

02/27/2012

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is dated as of February 22, 2012, by and between PatientWorks Corporation, a California corporation (the "Debtor"); and NewBold Corporation, a Virginia corporation, (the "Secured Party").

The Debtor and the Secured Party are parties to that certain Security Agreement dated as of the date hereof (the "Security Agreement"). In accordance with the terms of the Security Agreement, the Debtor hereby grants to the Secured Party an absolute, unconditional, continuing, first priority security interest in and lien on all of the Debtor's right, title and interest in and to the United States trademarks and trademark application described on Schedule A attached hereto and made a part hereof, to secure the payment and performance of that certain Note Payable between Debtor and Secured Party dated February 22, 2012 and in the original principal amount of \$250,000.

Secured Party may file this Trademark Security Agreement with the Assignments Division (Trademarks) of the United States Patent and Trademark Office.

This Trademark Security Agreement may be executed in one or more counterpart copies, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties and may be used in lieu of the original Trademark Security Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement as of the date first written above.

NEWBOLD CORPORATION

PATIENTWORKS CORPORATION

By: *Gary L. Spellman*
Name: Gary L. Spellman
Title: Vice President

By: *Larry Haworth*
Name: Larry Haworth
Title: CEO

SCHEDULE A

Registered Trademarks:

1. PatientWorks

Country	Registration No.
US	2678979

2. KioskWorks

Country	Registration No.
US	3785836

Trademark Applications:

1. Check-inWorks

Country	Serial No.
US	85192650

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