

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10/02/2012



103650019

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

Healthscope Benefits, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 28, 2012

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A.

Street Address: 100 North Tyron Street

City: Charlotte

State: North Carolina

Country: USA

Zip: 25255

☐ Individual(s) Citizenship _____

☐ Association Citizenship _____

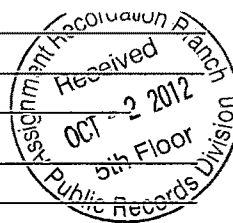
☐ Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other national banking association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

2,770,243; 2,724,199; 3,754,376

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert I. Burnett

Internal Address: _____

Street Address: 200 West Capitol Ave., 3rd Floor

City: Little Rock

State: AR

Zip: 72201

Phone Number: (501) 378-1189

Docket Number: _____

Email Address: robert.burnett@bamf.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

10/02/2012 AMULLINS 00000033 2770243

01 FC:0521

Deposit Account Number _____

40.00 OP
50.00 OP

Authorized User Name _____

9. Signature:

Melissa Bandy
Signature

Melissa Bandy
Name of Person Signing

9-28-12
Date

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**") is made as of September 28, 2012, by HEALTHSCOPE BENEFITS, INC., a Delaware corporation ("**Grantor**"), in favor of BANK OF AMERICA, N.A., a national banking association (the "**Lender**"), on behalf of itself and its Affiliates ("**Secured Party**").

W I T N E S S E T H:

WHEREAS, Grantor, HSB Holdings, LLC, an Arkansas limited liability company ("**Holdings**", Grantor and Holdings are collectively, "**Borrowers**") and Lender are entering into a Loan Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the "**Loan Agreement**");

WHEREAS, Grantor is entering into this Trademark Security Agreement in order to, among other things, induce Lender to enter into and extend credit to Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**");

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "**Trademarks**"), and licenses for any of the foregoing ("**Licenses**"), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the obligations of Grantor to Lender arising under the Loan Agreement, whether now existing or arising hereafter (the "**Obligations**"). Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting Grantor's obligations under this **Section 5**, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new registered U.S. trademarks (to the extent provided in the Loan Agreement), U.S. trademark applications and Licenses for registered Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on **Schedule I**.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

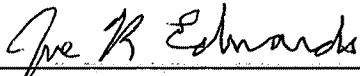
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, 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.

GRANTOR:

HEALTHSCOPE BENEFITS, INC.,
a Delaware corporation

By: 
Joe K. Edwards, Chief Executive Officer

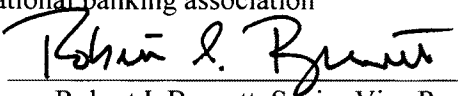
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004880 FRAME: 0833

**ACCEPTED AND
ACKNOWLEDGED BY:**

BANK OF AMERICA, N.A.
a national banking association

By: _____


Robert I. Burnett, Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

DataSCOPE (not registered)

Total Health PPO (not registered)

HEALTHSCOPE Benefits (Reg. No. 2,770,243)

HSB DATASCOPE (Reg. No. 2,724,199)

TOTAL HEALTH MANAGEMENT (Reg. No. 3,754,376)

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3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the obligations of Grantor to Lender arising under the Loan Agreement, whether now existing or arising hereafter (the "*Obligations*"). Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

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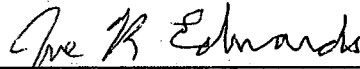
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Robert I. Burnett, Senior Vice President

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