

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
Medsys Group, LLC		07/17/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	8th Floor - Attention: Joe Nash
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85904909	ENABLING THE EVOLUTION OF HEALTHCARE
Serial Number:	85904901	EVOLVINGHEALTHCARE
Serial Number:	85904897	EVOLVING HEALTHCARE
Serial Number:	85904890	MEDSYS GROUP
Serial Number:	85904895	MEDSYS GROUP

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-745-5226
 Email: awalker@winstead.com
 Correspondent Name: Andrea Walker, Winstead PC
 Address Line 1: P. O. Box 131851
 Address Line 4: Dallas, TEXAS 75313-1851

CH \$140.00 85904909

TRADEMARK

ATTORNEY DOCKET NUMBER:	13312-507 JPM-MEDSYS
NAME OF SUBMITTER:	Andrea Walker
Signature:	/Andrea Walker/
Date:	07/18/2013
Total Attachments: 5 source=13312-507 Notice of Security Interest in Trademarks EXECUTED Medsys Group to JPMorganChase#page1.tif source=13312-507 Notice of Security Interest in Trademarks EXECUTED Medsys Group to JPMorganChase#page2.tif source=13312-507 Notice of Security Interest in Trademarks EXECUTED Medsys Group to JPMorganChase#page3.tif source=13312-507 Notice of Security Interest in Trademarks EXECUTED Medsys Group to JPMorganChase#page4.tif source=13312-507 Notice of Security Interest in Trademarks EXECUTED Medsys Group to JPMorganChase#page5.tif	

NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is entered into as of July 17, 2013, between MEDSYS GROUP, LLC, a Texas limited liability company (the "Grantor") and JPMORGAN CHASE BANK, N.A. (the "Lender").

RECITALS:

1. Grantor and Lender entered into that certain Loan Agreement, dated as of July 17, 2013 (as has been or may be, amended, modified, supplemented or restated from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. Pursuant to the Loan Agreement, the Grantor and Lender have entered into that certain Pledge and Security Agreement dated as of July 17, 2013 (as the same has been or may be amended, modified, supplemented or restated from time to time, the "Security Agreement" pursuant to which the Grantor has granted to the Lender for the benefit of the Lender a lien on and security interest in certain Trademarks described therein. "Trademarks" as used herein, shall mean all tradenames, trademarks, and service marks, in any and all forms, including but not limited to the registered trade names, trademarks, and service marks listed on Annex A attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

3. It is a condition to the Lender's obligations under the Loan Agreement that the parties hereto execute this Agreement to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Grant of Security Interest. To secure all now existing or hereafter arising Obligations (as defined in the Security Agreement) owing by the Grantor, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the Trademarks, including all rights and interest associated with the foregoing including any licenses, license rights and royalties of all rights to sue or by opposition or cancellation proceedings for past, present and future infringements of such rights; and all proceeds of the foregoing.

2. After Acquired Trademark Rights. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new Trademark or renewal or extension of any Trademark registration. Grantor shall bear any expenses incurred in connection with future applications for Trademark registration.

3. Assignment. This Agreement cannot be altered, amended, modified or supplemented in any way, except by a writing signed by Grantor and Lender. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Grantor may not delegate or assign any of their duties or obligations under this Agreement without the prior written consent of the Lender. **THE LENDER RESERVES THE RIGHT TO ASSIGN ITS RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY PERSON OR ENTITY.**

4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Agreement by their duly authorized officers as of the date first above written.

GRANTOR:

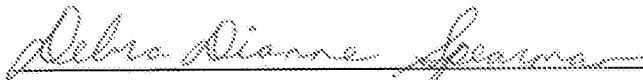
MEDSYS GROUP, LLC

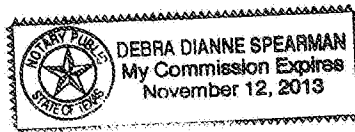
By: 

Alan T. Kravitz
Chief Executive Officer

STATE OF TEXAS)
)
COUNTY OF Collin)

The foregoing instrument was acknowledged before me this 17th day of July, 2013, by Alan T. Kravitz, the Chief Executive Officer of Medsys Group, LLC, a Texas limited liability company, on behalf of the company.

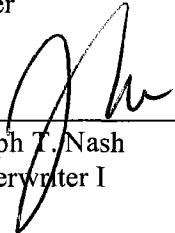

Notary Public
In and for the State of Texas
My Commission Expires: 11-12-13



LENDER:

JPMORGAN CHASE BANK, N.A.,
as the Lender

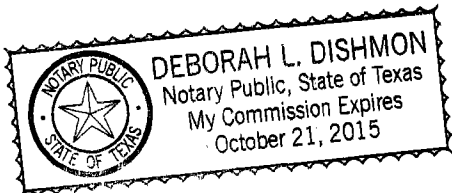
By: _____

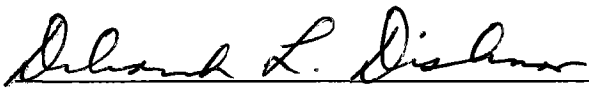

Joseph T. Nash
Underwriter I

STATE OF TEXAS)

COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 15th day of July, 2013, by Joseph T. Nash, an Underwriter I of JPMORGAN CHASE BANK, N.A., as Lender, on behalf of such national association.




Notary Public
In and for the State of Texas
My Commission Expires: 10-21-15

ANNEX A
TRADEMARKS REGISTRATION

RECORD OWNER	MARK	SERIAL NO.	FILING DATE	STATUS
Medsys Group, LLC DBA MedSys Group Consulting	ENABLING THE EVOLUTION OF HEALTHCARE	85/904,909	04/15/2013	Pending application (intent to use)
Medsys Group, LLC DBA MedSys Group Consulting	EVOLVINGHEALTHCARE	85/904,901	04/15/2013	Pending application
Medsys Group, LLC DBA MedSys Group Consulting	EVOLVING HEALTHCARE	85/904,897	04/15/2013	Pending application
Medsys Group, LLC DBA MedSys Group Consulting	MEDSYS GROUP	85/904,890	04/15/2013	Pending application
Medsys Group, LLC DBA MedSys Group Consulting	MEDSYS GROUP & Design	85/904,895	04/15/2013	Pending application