

07/20/2015



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RECORD  
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HOSPICE CLOUD, INC.

- Individual(s)
- General Partnership
- Corporation- State: Texas
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 14, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Agent

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 300 Park Avenue, Fourth Floor

City: New York

State: NY

Country: USA Zip: 10022

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)  
86457444

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

HOSPICECLOUD (Filing Date: November 18, 2014)

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

Name: Chapman and Cutler LLP

Internal Address: Attention: Jenny Lee

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2553

Fax Number: (212) 655-3353

Email Address: jennylee@chapman.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/21/2015 KNGUYEN1 00000003 86457444

Deposit Account Number \_\_\_\_\_ 48.00 00

Authorized User Name \_\_\_\_\_

9. Signature:

Mitchell L. Garrett  
Signature

July 14, 2015  
Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  6

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 14, 2015, is made by **HOSPICE CLOUD, INC.** ("Hospice Cloud", together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **TW-NHME HOLDINGS CORP.**, a Delaware Corporation ("Initial Borrower" or "Holdings"), **NATIONAL HME, INC.**, a Texas corporation ("New Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

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

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

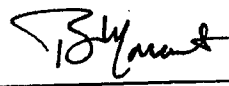
**Section 5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

**Section 6. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

**HOSPICE CLOUD, INC.**, as Grantor

By 

Name: William Monast  
Title: CEO and President

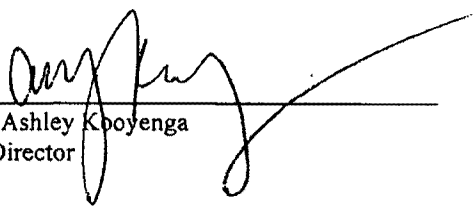
SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005581 FRAME: 0835**

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

**ALLY BANK, as Agent**

By

  
Name: Ashley Kooyenga

Title: Director

SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005581 FRAME: 0836**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**



1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

Title	Owner	Filing Jurisdiction	Filing Date	Serial Number
HOSPICECLOUD	Hospice Cloud, Inc.	US	November 18, 2014	86457444