

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423840

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corizon Health, Inc.		04/14/2017	Corporation:
PharmaCorr, LLC		04/14/2017	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Cortland Capital Market Services LLC
<b>Street Address:</b>	225 W Washington St #2100
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2931641	PHARMACORR
Registration Number:	4422339	CORIZON
Registration Number:	4778532	CORIZON HEALTH
Registration Number:	3912419	PHS
Registration Number:	3952279	AMERICA SERVICE GROUP
Registration Number:	3912418	PHS CORRECTIONAL HEALTHCARE
Registration Number:	3912417	PHS CORRECTIONAL HEALTHCARE
Registration Number:	4924484	CORIZON SMART
Serial Number:	86891955	PARTNERS IN EXCELLENCE CORIZON HEALTH PI

## CORRESPONDENCE DATA

Fax Number: 2123108007

*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.*

Phone: 2123108000

Email: brian.lee@weil.com

Correspondent Name: H.T. Flanagan

Address Line 1: Weil, Gotshal &amp; Manages LLP

Address Line 2: 767 Fifth Avenue

TRADEMARK

**Address Line 4:** New York, NEW YORK 10153

**ATTORNEY DOCKET NUMBER:** 21151.0144

**NAME OF SUBMITTER:** H.T. Flanagan

**SIGNATURE:** /H.T. Flanagan/

**DATE SIGNED:** 04/14/2017

**Total Attachments: 6**

source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page1.tif  
source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page2.tif  
source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page3.tif  
source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page4.tif  
source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page5.tif  
source=Valitas - 2L Trademark Security Agreement (Executed)\_WEIL\_96097753\_3 (2)#page6.tif

## TRADEMARK SECOND LIEN SECURITY AGREEMENT

Trademark Second Lien Security Agreement, dated as of April 14, 2017 (the "Agreement"), by Corizon Health, Inc., a Delaware corporation and PharmaCorr, LLC, a Delaware limited liability company (individually, a "Grantor", and, collectively, the "Grantors"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent pursuant to the Second Lien Security Agreement (as defined below) (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, under the terms of that certain Second Lien Security Agreement, dated as of April 14, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), made by Valitas Health Services, Inc., a Delaware corporation (the "Valitas"), Corizon LLC, a Missouri limited liability company ("Corizon"), Corizon Health, Inc., a Delaware corporation ("Corizon Health"), and together with Valitas and Corizon, each a "Borrower" and together the "Borrowers"), Valitas Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), the Pledgors (including, but not limited to, the Grantor(s) (as defined below)) from time to time party thereto and Cortland Capital Market Services LLC, as collateral agent for the Secured Parties (as such term is defined in the Credit Agreement) (the "Collateral Agent"), Grantor[s] [has/have] agreed to grant a security interest in certain property, including, without limitation, the Intellectual Property Collateral of the Grantor, and has agreed as a condition thereof to execute this Trademark Second Lien Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as defined in the Credit Agreement) to enter into the Credit Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Collateral Agent as follows:

SECTION 1. *Terms.* Except as set forth below, capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Security Agreement. The following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and the plural forms of the terms defined:

"Trademark Collateral" shall have the meaning assigned to such term in Section 2 herein.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement), the Grantor, pursuant to the Second Lien Security Agreement, did and hereby does pledge and grant to Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in all right, title or interest in, to or under all of the following assets, licenses or other rights whether now or at any time hereafter owned or acquired by, or arising in favor of, such Grantor, (collectively, the "**Trademark Collateral**"):

A. all Trademarks and Trademark Licenses, including but not limited to those listed on Schedule I hereto;

B. all Goodwill associated with or symbolized by the Trademarks and Trademark Licenses identified in clause (A) of this Section 2;

C. all assets, rights and interests that uniquely reflect or embody the Trademarks and Trademark Licenses identified in clause (A) of this Section 2;

D. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligations, to sue and collect damages for said use or infringement of any Trademark and Trademark License identified in clause (A) of this Section 2;

E. all amendments, renewals and extensions of any of the foregoing; and

F. all proceeds of and rights associated with the foregoing.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

SECTION 3. *Second Lien Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Agreement is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. *Severability.* In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

SECTION 6. *Assignments*. This Agreement shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and permitted assigns under the Second Lien Security Agreement.

SECTION 7. *Governing Law*. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CORIZON HEALTH, INC.**

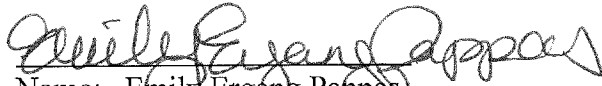
By:   
Name: Karey L. Witty  
Title: Chief Executive Officer

**PHARMACORR, LLC**

By:   
Name: Karey L. Witty  
Title: Chief Executive Officer

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Collateral Agent

By:   
Name: Emily Ergang Pappas  
Title: Associate Counsel

**SCHEDULE I**  
to  
**TRADEMARK SECOND LIEN SECURITY AGREEMENT**

Trademark Registrations:

<b>Current Name of Registered Owner</b>	<b>Registration/Serial Number</b>	<b>Trademark</b>
PharmaCorr, LLC	RN: 2,931,641	PharmaCorr
Corizon Health, Inc.	RN:4,422,339	Corizon & Design
Corizon Health, Inc.	RN: 4,778,532	CORIZON HEALTH & Design
Corizon Health, Inc.	RN: 3,912,419	PHS & Design [color]
Corizon Health, Inc.	RN: 3,952,279	AMERICA SERVICE GROUP (stylized)
Corizon Health, Inc.	RN: 3,912,418	PHS CORRECTIONAL HEALTHCARE & Design [horizontal/color]
Corizon Health, Inc.	RN: 3,912,417	PHS CORRECTIONAL HEALTHCARE & Design [vertical/color]
Corizon Health, Inc.	RN: 4,924,484	CorizonSmart & Design

Trademark Applications:

<b>Current Name of Registered Owner</b>	<b>Application Number</b>	<b>Trademark</b>
Corizon Health, Inc.	86/891,955	PARTNERS IN EXCELLENCE CORIZON HEALTH PIE TRUST AND TRANSPARENCY & Design

Trademark Licenses:

None.