

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthicity, LLC		12/29/2017	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4728569	7ATLIS	
Registration Number:	4826812	7ATLIS	
Registration Number:	4831957	AUDICY	
Registration Number:	4974942	H HEALTHICITY FIND SIMPLICITY	
Serial Number:	87155609	HEALTHICITY	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>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.</i>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	01/12/2018		
Total Attachments: 5			

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Agreement**”), effective as of December 29, 2017, is made by **HEALTHICITY, LLC**, a North Carolina limited liability company (the “**Grantor**”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as agent acting for the benefit of the Secured Parties (as defined in the Subordinated Loan Agreement referred to below) (in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Subordinated Loan Agreement, dated as of December 15, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Subordinated Loan Agreement**”), among American Academy Holdings, LLC, as the borrower, AAPC HOLDINGS, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Subordinated Loan Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), ARCC, as Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Subordinated Loan Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has joined, and agreed to be bound by a Security Agreement, dated as of December 15, 2017, by and between ARCC and Borrower (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Subordinated Loan Agreement, the Grantor agrees with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Subordinated Loan Agreement or the Security Agreement and used herein shall have the meanings given to them in the Subordinated Loan Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the “**Trademark Collateral**”), to the Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subordinated Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Subordinated Loan Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEALTHICITY, LLC,
a North Carolina limited liability company,
as Grantor

By: 

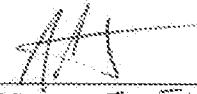
Name: Greg Lindberg

Title: Chairman

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
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ARES CAPITAL CORPORATION,
a Maryland corporation,
as Agent.

By: 
Name: Ian F. Fitzgerald
Title: Authorized Signatory

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006248 FRAME: 0723

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
7ATLIS and Design	4,728,569	4/28/2015	US
7ATLIS	4,826,812	10/6/2015	US
AUDICY	4,831,957	10/13/2015	US
H HEALTHICITY FIND SIMPLICITY and Design	4,974,942	6/7/2016	US

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
HEALTHICITY	87/155,609	8/30/2016	US