

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GETWELLNETWORK, INC.		09/01/2015	CORPORATION: DELAWARE
SKYLIGHT HEALTHCARE SYSTEMS, INC.		09/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2956419	GETWELLNETWORK	
Registration Number:	3951104	PATIENTLIFE SYSTEM	
Registration Number:	4361673	GETWELL TOWN	
Registration Number:	3175210	PATIENTLIFE;)SYSTEM	
Registration Number:	3160694	PATIENTCOMMUNICATION;)SUITE	
Registration Number:	3163960	PATIENTRESOURCE;)SUITE	
Registration Number:	3172366	PATIENTLIFE;)SYSTEM	
Registration Number:	3514311	PATIENT PATHWAYS	
Registration Number:	4729161	SKYLIGHT INTERACTIVE	
Registration Number:	3314896	SKYLIGHT	
Registration Number:	3403697	SKYLIGHT ACCESS	
Registration Number:	3403696	SKYLIGHT ACCESS	
Registration Number:	3386379	SKYLIGHT ACCESS	
Registration Number:	3336205	SKYLIGHT	
Serial Number:	85540021	SKYLIGHT CARENAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

OP \$390.00 2956419

TRADEMARK

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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Dwayne C. Houston
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157959
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NAME OF SUBMITTER:	Andrew Nash
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SIGNATURE:	/Andrew Nash/
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DATE SIGNED:	09/01/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 1, 2015, is entered into by each of the signatories hereto (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of September 1, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of August 31, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among certain of the Grantors, **GWN INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto (but in any event excluding any intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under Federal law), and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

A handwritten signature in black ink, appearing to read 'T. M. Gillis', is written over a horizontal dotted line.

Name: Thomas M. Gillis

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005614 FRAME: 0225

GRANTOR:


GETWELLNETWORK, INC.

By:  _____

Name: Michael O'Neil

Title: President and Chief Executive Officer

SKYLIGHT HEALTHCARE SYSTEMS, INC.

By:  _____

Name: Michael O'Neil

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
GetWellNetwork, Inc.	United States	2956419	05/31/2005	05/02/2001	GetWellNetwork, Inc.	GETWELLNETWORK
GetWellNetwork, Inc.	United States	3951104	04/26/2011	06/05/2007	GetWellNetwork, Inc.	PATIENTLIFE SYSTEM
GetWellNetwork, Inc.	United States	4361673	07/02/2013	12/29/2009	GetWellNetwork, Inc.	GETWELL TOWN
GetWellNetwork, Inc.	United States	3175210	11/21/2006	02/24/2005	GetWellNetwork, Inc.	PATIENTLIFE;)SYSTEM
GetWellNetwork, Inc.	United States	3160694	10/17/2006	03/16/2005	GetWellNetwork, Inc.	PATIENTCOMMUNICATION;)SUITE
GetWellNetwork, Inc.	United States	3163960	10/24/2006	03/16/2005	GetWellNetwork, Inc.	PATIENTRESOURCE;)SUITE
GetWellNetwork, Inc.	United States	3172366	11/14/2006	03/16/2005	GetWellNetwork, Inc.	PATIENTLIFE;)SYSTEM
GetWellNetwork, Inc.	United States	3514311	10/07/2008	07/20/2006	GetWellNetwork, Inc.	PATIENT PATHWAYS
Skylight Healthcare Systems, Inc.	United States	4729161	April 28, 2015	May 28, 2014	Skylight Healthcare Systems, Inc.	SKYLIGHT INTERACTIVE
Skylight Healthcare Systems, Inc.	United States	3314896	October 16, 2007	May 10, 2005	Skylight Healthcare Systems, Inc.	SKYLIGHT
Skylight Healthcare Systems, Inc.	United States	3403697	March 25, 2008	July 7, 2005	Skylight Healthcare Systems, Inc.	SKYLIGHT ACCESS
Skylight Healthcare Systems, Inc.	United States	3403696	March 25, 2008	July 7, 2005	Skylight Healthcare Systems, Inc.	SKYLIGHT ACCESS
Skylight Healthcare Systems, Inc.	United States	3386379	February 19, 2008	July 7, 2005	Skylight Healthcare Systems, Inc.	SKYLIGHT ACCESS
Skylight Healthcare Systems, Inc.	United States	3336205	November 13, 2007	May 10, 2005	Skylight Healthcare Systems, Inc.	SKYLIGHT

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
SKYLIGHT HEALTHCARE SYSTEMS, INC.	United States	85540021	February 10, 2012	SKYLIGHT HEALTHCARE SYSTEMS, INC.	SKYLIGHT CARENAVIGATOR