

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT-Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PREMISE HEALTH HOLDING CORP.		07/10/2018	Corporation: DELAWARE
TRANSFORMHEALTHRX, LLC		07/10/2018	Corporation: GEORGIA
CHS HEALTH SERVICES, LLC		07/10/2018	Limited Liability Company: DELAWARE
EHEALTHSCREENINGS, L.L.C.		07/10/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4469501	IMWELL HEALTH	
Registration Number:	3397672	IMWELL HEALTH	
Registration Number:	4919261	KEEP YOUR EDGE	
Registration Number:	4886650	PREMISE HEALTH	
Registration Number:	3777269	TRANSFORMHEALTHRX	
Registration Number:	3364253	CHS	
Registration Number:	3707373	CHS	
Registration Number:	3496434	HYBRIDHEALTH	
Registration Number:	4384155	OPTIC	
Registration Number:	3578373	EHEALTHSCREENINGS SCREENINGS MADE SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		

CH \$265.00 4469501

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: 212.310.8000
Email: juan.arias@weil.com
Correspondent Name: Phong T. Bui
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Phong Bui - 66301.0085
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NAME OF SUBMITTER:	Phong T. Bui
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SIGNATURE:	/Phong T. Bui/
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DATE SIGNED:	07/10/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 8. *Intercreditor Agreements*

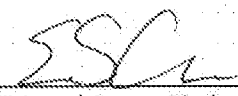
The terms and conditions of this Agreement are subject to the terms and conditions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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.

PREMISE HEALTH HOLDING CORP.
TRANSFORMHEALTHRX, LLC (formerly
TRANSFORMHEALTHRX, INC.)
CHS HEALTH SERVICES, LLC
EHEALTHSCREENINGS, L.L.C.

each as a Grantor

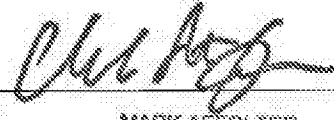
By: 
Name: Edward Stuart Clark
Title: Chief Executive Officer

{Signature Page to Second Lien Trademark Security Agreement}

TRADEMARK
REEL: 006377 FRAME: 0071

ARES CAPITAL CORPORATION
as Administrative Agent

By:



Name:




MARK AFFOLTER

Title:

AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
PREMISE HEALTH HOLDING CORP.		4469501
PREMISE HEALTH HOLDING CORP.	IMWell Health	3397672
PREMISE HEALTH HOLDING CORP.	KEEP YOUR EDGE	4919261
PREMISE HEALTH HOLDING CORP.	PREMISE HEALTH	4886650
TRANSFORMHEALTHRX, LLC (formerly TRANSFORMHEALTHRX, INC.) (in process of updating owner's information)	TransformHealthRx	3777269
CHS HEALTH SERVICES, LLC		3364253
CHS HEALTH SERVICES, LLC	<u>CHS</u>	3707373
CHS HEALTH SERVICES, LLC	<u>HYBRIDHEALTH</u>	3496434
CHS HEALTH SERVICES, LLC	<u>OPTIC</u>	4384155
EHEALTHSCREENINGS, L.L.C.		3578373

US Trademark Applications

None.