

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376979

| | | | |
|---|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Healthcare Billing Systems, LLC | FORMERLY Healthcare Billing Systems, Inc. | 03/17/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Opus Bank | | |
| Street Address: | 19900 MacArthur Blvd | | |
| Internal Address: | 12th Floor | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92612 | | |
| Entity Type: | commercial bank: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86757160 | DUVA SAWKO EM BILLING & MANAGEMENT SOLUT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048817777 | | |
| <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: | 404-881-7000 | | |
| Email: | angie.wicker@alston.com | | |
| Correspondent Name: | Laura Kees | | |
| Address Line 1: | 1201 West Peachtree Street | | |
| Address Line 4: | Atlant, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Laura Kees | | |
| SIGNATURE: | /Laura Kees/ | | |
| DATE SIGNED: | 03/17/2016 | | |
| Total Attachments: 3 | | | |
| source=HBS_Opus - Trademark Security Agreement (2016) (Executed)#page1.tif | | | |
| source=HBS_Opus - Trademark Security Agreement (2016) (Executed)#page2.tif | | | |
| source=HBS_Opus - Trademark Security Agreement (2016) (Executed)#page3.tif | | | |

OP \$40.00 86757160

GRANT OF SECURITY INTEREST IN
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, HEALTHCARE BILLING SYSTEMS, LLC, a Delaware limited liability company and formerly known as Healthcare Billing Systems, Inc., a Florida corporation (the "Grantor"), with its principal office at 298 S. Yonge Street, Ormond Beach, Florida 32174, on this 17th day of March, 2016, assigns and grants to OPUS BANK, a California commercial bank, as Agent for the Lenders party to the Loan and Security Agreement (as defined below) (together with its successors and assigns, the "Grantee"), with principal offices at 19900 MacArthur Blvd., 12th Floor, Irvine, California 92612, a security interest in: (i) all of such Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof, together with (ii) all proceeds of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) all causes of action made by Grantor against third parties arising prior to or after the date hereof for infringement of any of the Trademarks. Any "intent-to-use" trademark application for which a statement of use or an amendment to allege use has not been filed shall be excluded from the foregoing assignment and grant of a Security Interest (it being understood that upon filing of such statement of use or an amendment to allege use, the Security Interest shall attach to such trademark application and such trademark application shall immediately constitute a "Trademark" without any further action on the part of any party).

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Obligations" of each Grantor, as such term is defined in that certain Loan, Guaranty and Security Agreement dated as of March 17, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Loan and Security Agreement or Uniform Commercial Code as adopted in the State of California from time to time, as applicable) executed by the Grantor, the Grantee and the other loan parties thereto.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Loan and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

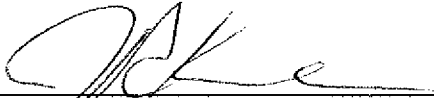
This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

HEALTHCARE BILLING SYSTEMS, LLC,
as Grantor

By: 
Name: J. Randall Keene
Title: President

[Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005752 FRAME: 0840

Schedule A

TRADEMARKS

| App. No. | Reg. No. | Mark |
|-----------------|-----------------|---|
| 86757160 | N/A |  |
| | T15000001013 | DUVA SAWKO EM BILLING & MANAGEMENT SOLUTIONS |
| | T04000000154 | DUVASAWKO DS |