

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464215

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900430545		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMR Virginia Holding, LLC		11/30/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	250 Pehle Avenue, Suite 105		
City:	Saddle Brook		
State/Country:	NEW JERSEY		
Postal Code:	07663		
Entity Type:	National Banking Association: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4335495	WE LOVE MEDICARE!	
CORRESPONDENCE DATA			
Fax Number:	6174496999		
<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:	617-960-3939		
Email:	elabarge@jonesday.com		
Correspondent Name:	Priya F. Selvam		
Address Line 1:	100 HIGH STREET		
Address Line 2:	JONES DAY		
Address Line 4:	BOSTON, MASSACHUSETTS 02110-1781		
ATTORNEY DOCKET NUMBER:	080461-010120		
NAME OF SUBMITTER:	Priya F. Selvam		
SIGNATURE:	/Priya F. Selvam/		
DATE SIGNED:	03/05/2018		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 30, 2017 (this "Trademark Security Agreement"), by PMR Virginia Holding, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Lender (the "Lender"), is pursuant to that certain Credit Agreement, dated as of October 20, 2017 (as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PMR U.S. Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Grantor, the other Loan Parties (as defined in the Credit Agreement) party thereto and the Lender.

W I T N E S S E T H:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Borrower, the other Grantors (as defined in the Security Agreement) party thereto and the Lender on behalf of and for the ratable benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, to induce the Lender to enter into the Credit Agreement, the Grantors hereby agree with the Lender 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 in Trademark Collateral. Grantor hereby pledges and grants to the Lender, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until all of the Secured Obligations other than contingent indemnification obligations as to which no claim has been made have been indefeasibly paid and performed in full and no commitments of the Lender which would give rise to any Secured Obligations are outstanding.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

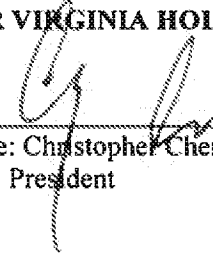
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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 and the Lender have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

PMR VIRGINIA HOLDING, LLC

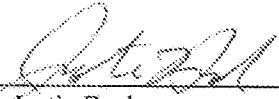
By: 
Name: Christopher Chen
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006283 FRAME: 0119

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Justin Back
Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Design and Word Mark: WE LOVE MEDICARE!
Owned by: PMR Virginia Holding, LLC
Registration Number: 4335495
Registration Date: May 14, 2013