

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccessOne MedCard, Inc.		05/11/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Elm Park Capital Management, Inc., as Administrative Agent		
Street Address:	2101 Cedar Springs Rd.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1796060	ACCESSIONE	
Registration Number:	4216304	A O ACCESSIONE MEDCARD	
Registration Number:	4339214	ACCESSIONE ACCESSABILITY	
Registration Number:	4513216	ACCESSIONE MEDCARD	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	180248.1		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	05/14/2018		
Total Attachments: 6			

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THIS INSTRUMENT, THE INDEBTEDNESS AND ANY OTHER RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “**SUBORDINATION AGREEMENT**”) DATED AS OF MAY 11, 2018 BETWEEN HEALTHCARE FINANCIAL SOLUTIONS, LLC AND ELM PARK CAPITAL MANAGEMENT, LLC, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Elm Park Capital Management, LLC (“Elm Park”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and each other Secured Party (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Borrowers, Holdings, the Lenders from time to time party thereto and Elm Park, as Agent, are party to that certain Senior Subordinated Credit Agreement, dated as of May 11, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”);

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to that certain Guaranty and Security Agreement dated as of May 11, 2018 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a security interest in and Lien upon, all of its right, title and interest in, to and under the following Collateral owned such Grantor in its own name (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, to the extent required by the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademarks Collateral shall be released upon Final Satisfaction.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests and Liens granted by the Grantors pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Subordination and Intercreditor Agreement dated as of the date hereof by and between Agent and the First Lien Agent (as it may be amended from time to time the “Intercreditor Agreement”). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

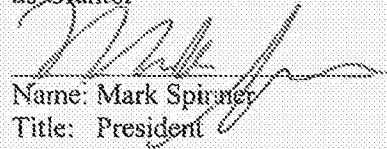
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCESSONE MEDCARD, INC.

as Grantor

By:


Name: Mark Spirey


Title: President

ACCESSONE MEDCARD, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006330 FRAME: 0059

ACCEPTED AND AGREED
as of the date first above written:

ELM PARK CAPITAL MANAGEMENT, LLC,
as Agent


By: 

Name: Mark Schachter
Title: Its authorized signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration (Serial) Number</u>	<u>Registration (Filing) Date</u>
ACCESSONE	AccessOne MedCard, Inc.	Registered	1,796,060	September 28, 1993
	AccessOne MedCard, Inc.	Registered	4,216,304	October 2, 2012
ACCESSONE ACCESSABILITY	AccessOne MedCard, Inc.	Registered	4,339,214	May 21, 2013
ACCESSONE MEDCARD	AccessOne MedCard, Inc.	Registered	4,513,216	April 15, 2014

2. TRADEMARK APPLICATIONS

None.