

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM481169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthfield, LLC		07/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2334164	HEALTHFIELD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/10/2018		
Total Attachments: 6			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of July 2, 2018, made by HEALTHFIELD, LLC, a Delaware limited liability company (the “Grantor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Agent”) for the lenders (the “Lenders”) that are party to the Second Lien Credit Agreement, dated as of July 2, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a Second Lien Pledge and Security Agreement dated as of July 2, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEALTHFIELD, LLC

By: David Gieringer
Name: David Gieringer
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Second Lien Notice and Confirmation of Security Interest in Trademarks]

TRADEMARK
REEL: 006409 FRAME: 0214

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: F. Michael Manfred
Name: F. Michael Manfred
Title: Authorized Signatory

[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006409 FRAME: 0215

SCHEDULE I

Trademark Registrations

<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
HEALTHFIELD	75328542 / 2334164	7/22/1997	3/28/2000