TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM515213

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--------------------|
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|-------------------------|
| One Call Medical, Inc. | | 03/20/2019 | Corporation: NEW JERSEY |
| MSC Group, Inc. | | 03/20/2019 | Corporation: DELAWARE |
| ALIGNNETWORKS, Inc. | | 03/20/2019 | Corporation: FLORIDA |

RECEIVING PARTY DATA

| Name: | Bank of America, N.A. |
|-------------------|----------------------------|
| Street Address: | 901 Main St., 14th Fl. |
| Internal Address: | TX1-492-14-06 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75202 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark | |
|----------------------|---------|--|--|
| Registration Number: | 4901013 | GOLD STANDARD REVIEW | |
| Registration Number: | 5025447 | A | |
| Registration Number: | 4901012 | A ALIGN NETWORKS | |
| Registration Number: | 4843715 | ALIGN NETWORKS | |
| Registration Number: | 4550173 | NETWORK SYNERGY GROUP THINKING DIFFERENT | |
| Registration Number: | 4546187 | THINKING DIFFERENTLY | |
| Registration Number: | 5117701 | RETURN TO HOME HAPPENS BEFORE RETURN TO | |
| Registration Number: | 5000395 | LIFE ASSESSMENT | |
| Registration Number: | 4982357 | OC ONECALLCARE EQUIPMENT + DEVICES | |
| Registration Number: | 4919690 | CARE CONCIERGE | |
| Registration Number: | 4633542 | OC ONECALLCARE DENTAL + DOCTOR | |
| Registration Number: | 4660541 | OC ONECALLCARE TRANSPORT + TRANSLATE | |
| Registration Number: | 4633543 | OC ONECALLCARE DIAGNOSTICS | |
| Registration Number: | 4633544 | OC ONECALLCARE PHYSICAL THERAPY | |
| Registration Number: | 4633545 | OC ONECALLCARE HOME HEALTH + COMPLEX CAR | |
| Registration Number: | 4530468 | OC | |

TRADEMARK REEL: 006596 FRAME: 0490

900490526

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 5429665 | ONECALL |
| Registration Number: | 5439403 | OC ONECALL |
| Registration Number: | 5291443 | LUMINEER |
| Registration Number: | 4834669 | HIGH LINE HEALTH |
| Registration Number: | 5591005 | POLARIS |
| Registration Number: | 5590946 | POLARIS |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 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: | 03/20/2019 |

Total Attachments: 7

source=One Call - Trademark Security Agreement No. 2#page1.tif source=One Call - Trademark Security Agreement No. 2#page2.tif source=One Call - Trademark Security Agreement No. 2#page3.tif source=One Call - Trademark Security Agreement No. 2#page4.tif source=One Call - Trademark Security Agreement No. 2#page5.tif source=One Call - Trademark Security Agreement No. 2#page6.tif source=One Call - Trademark Security Agreement No. 2#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

| To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. | | | |
|--|---|--|--|
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies) | | |
| 1. One Call Medical, Inc. | Additional names, addresses, or citizenship attached? | | |
| 2. MSC Group, Inc. 3. ALIGNNETWORKS, Inc. | Name: Bank of America, N.A. | | |
| ☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: 1. NJ; 2. DE; 3. FL | Street Address: 901 Main St., 14th Fl., TX1-492-14-06 City: Dallas | | |
| Other | State: TX | | |
| Citizenship (see guidelines) USA | Country:USA Zip: 75202 | | |
| Additional names of conveying parties attached? Yes No | Individual(s) Citizenship X Association Citizenship USA | | |
| 3. Nature of conveyance/Execution Date(s): | Partnership Citizenship | | |
| Execution Date(s)March 20, 2019 | Limited Partnership Citizenship | | |
| Assignment Merger | Corporation Citizenship | | |
| | Other Citizenship | | |
| Other | If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) | | |
| 4. Application number(s) or registration number(s) and | | | |
| A. Trademark Application No.(s) Text | B. Trademark Registration No.(s) | | |
| See Schedule A | See Schedule A Additional sheet(s) attached? Yes No | | |
| C. Identification or Description of Trademark(s) (and Filing | | | |
| 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paraiegal | 6. Total number of applications and registrations involved: | | |
| Internal Address: | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ | | |
| Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street | Authorized to be charged to deposit account Enclosed | | |
| City: New York | 8. Payment Information: | | |
| State: NY Zip: 10005 | | | |
| Phone Number: (212) 701-3365 | | | |
| Docket Number: | Deposit Account Number | | |
| Email Address:ecarrera@cahill.com | Authorized User Name | | |
| 9. Signature: Serine Carre | March 20, 2019 | | |
| Signature Elaine Carrera | Date | | |
| | Total number of pages including cover 7 | | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT NO. 2

This TRADEMARK SECURITY AGREEMENT NO. 2 (this "<u>Trademark Security Agreement</u>") dated as of March 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, among the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") in favor of BANK OF AMERICA, N.A. ("<u>Bank of America</u>), as Collateral Agent (the "<u>Collateral Agent</u>") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CORAL PARENT, INC., a Delaware corporation ("Holdings"), OPAL ACQUISITION, INC., a Delaware corporation (the "Borrower"), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Credit Agreement dated as of November 27, 2013 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Trademarks (as defined in the Security Agreement) that are registered or for which applications are pending, in each case, in the United States Patent and Trademark Office and as set forth in **Schedule A** hereto (excluding, for clarity, any Excluded ITU Application) (collectively, the "<u>Trademark Collateral</u>").

SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes

of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. <u>Recordation</u>. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the authorized parties at such office record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. <u>Grants, Rights and Remedies</u>. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

One Call Medical, Inc.
MSC Group, Inc.
ALIGNNETWORKS, Inc.,
each as Grantor

By:

Name: Fred Pensőtti

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,

as Collateral Agent

Name: Charlene Wright-Yones

Title: Vice President

REEL: 006596 FRAME: 0496

SCHEDULE A

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|--|--|
| Align Networks, Inc. | GOLD STANDARD REVIEW | 4901013 |
| ALIGNNETWORKS, Inc. | A | 5025447 |
| ALIGNNETWORKS, Inc. | A ALIGN NETWORKS A ALIGN NETWORKS NETWORKS | 4901012 |
| ALIGNNETWORKS, Inc. | ALIGN NETWORKS | 4843715 |
| ALIGNNETWORKS, Inc. | NETWORK SYNERGY GROUP THINKING DIFFERENTLY Network Synergy Group Thinking Differently | 4550173 |
| ALIGNNETWORKS, Inc. | THINKING DIFFERENTLY | 4546187 |
| MSC Group, Inc. | RETURN TO HOME HAPPENS BEFORE RETURN TO WORK | 5117701 |
| One Call Medical, Inc. | LIFE ASSESSMENT | 5000395 |
| One Call Medical, Inc. | OC ONECALLCARE EQUIPMENT + DEVICES | 4982357 |
| One Call Medical, Inc. | CARE CONCIERGE | 4919690 |
| One Call Medical, Inc. | OC ONECALLCARE DENTAL + DOCTOR | 4633542 |
| One Call Medical, Inc. | OC ONECALLCARE TRANSPORT + TRANSLATE | 4660541 |
| One Call Medical, Inc. | OC ONECALLCARE DIAGNOSTICS | 4633543 |

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|--|--|
| One Call Medical, Inc. | OC ONECALLCARE PHYSICAL THERAPY | 4633544 |
| One Call Medical, Inc. | OC ONECALLCARE HOME HEALTH + COMPLEX CARE | 4633545 |
| One Call Medical, Inc. | OC | 4530468 |
| One Call Medical, Inc. | ONECALL | 5429665 |
| One Call Medical, Inc. | OC ONECALL | 5439403 |
| One Call Medical, Inc. | LUMINEER | 5291443 |
| One Call Medical, Inc. | HIGH LINE HEALTH | 4834669 |
| One Call Medical, Inc. | POLARIS | 5591005 |
| One Call Medical, Inc. | POLARIS | 5590946 |

RECORDED: 03/20/2019