

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	HEALTHX PARENT CORPORATION		12/28/2011	CORPORATION: DELAWARE
	HEALTHX HOLDINGS, INC.		12/28/2011	CORPORATION: DELAWARE
	HEALTHX, INC.		12/28/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA				
Name:	Escalate Capital Partners SBIC I, L.P.			
Street Address:	300 West Sixth St., Suite 2250			
City:	Austin			
State/Country:	TEXAS			
Postal Code:	78701			
Entity Type:	LIMITED PARTNERSHIP: DELAWARE			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	2290212	HEALTHX	
	Registration Number:	3384105	BENEPORIT	
	Registration Number:	3453100	BENEFITTUBE	
	Registration Number:	3384163	OPENHEALTH	
	Registration Number:	3384104	OPENX	
CORRESPONDENCE DATA				
Fax Number:	(214)758-1550			
Phone:	214-758-1509			
Email:	vwalker@pattonboggs.com			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Correspondent Name:	Vicky Walker, Patton Boggs LLP			
Address Line 1:	2000 McKinney Avenue, Suite 1700			

OP \$140.00 2290212

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 023854.0140

NAME OF SUBMITTER: Vicky Walker, Paralegal Specialist

Signature: /Vicky Walker/

Date: 01/11/2012

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 28, 2011 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**") and HEALTHX PARENT CORPORATION, a Delaware corporation ("**Parent**"), HEALTHX HOLDINGS, INC., a Delaware corporation ("**Holdings**"), and HEALTHX, INC., an Indiana corporation ("**Company**," jointly and severally with Parent and Holdings, each a "**Borrower**" and collectively, the "**Borrowers**").

### RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

### AGREEMENT

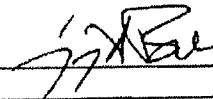
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between each Borrower and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature pages follow]*

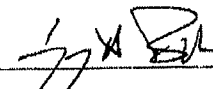
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWERS:**

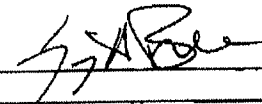
HEALTHX PARENT CORPORATION,  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HEALTHX HOLDINGS, INC.,  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HEALTHX, INC.,  
an Indiana corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Address of Lender:

300 West Sixth Street, Suite 2250  
Austin, Texas 78701

**LENDER:**

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,  
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,  
its general partner

By:   
Name: William A. Schell  
Title: Member

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK  
REEL: 004696 FRAME: 0546

SCHEDULE A  
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

LOAN AND SECURITY AGREEMENT  
SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 004696 FRAME: 0547**

SCHEDULE B  
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

LOAN AND SECURITY AGREEMENT  
SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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**TRADEMARK**  
**REEL: 004696 FRAME: 0548**

SCHEDULE C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HEALTHX	2290212	11/02/1999
BENEPORT	3384105	02/19/2008
BENEFITTUBE	3453100	06/24/2008
OPENHEALTH	3384163	02/19/2008
OPENX	3384104	02/19/2008

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