

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Passport Health, LLC		04/16/2012	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2058410	PASSPORT HEALTH	
Registration Number:	2091480	FIRST CLASS MEDICAL CARE FOR TRAVEL ANYWHERE	
Registration Number:	2116454	PASSPORT	
Registration Number:	3061872	THE VACCINE PEOPLE.	
Registration Number:	3710681	THE VACCINE SPECIALISTS	
Registration Number:	3886112	PASSAGEWARE	
Registration Number:	3612165	GOOD HEALTH . . . DON'T FORGET TO TAKE IT WITH YOU!	
Registration Number:	3612109	WE DON'T JUST VACCINATE, WE EDUCATE	
Registration Number:	3642535	PASSPORT HEALTH	
Registration Number:	3622317	PASSPORT HEALTH	
Serial Number:	85562509	CIV MED	
Serial Number:	85520336	REP-PASS	
CORRESPONDENCE DATA			

Fax Number: 8586385130

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 858-638-6730

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 2: Attention: Susan Reynolds

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-369
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	04/30/2012

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and PASSPORT HEALTH, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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.

Address of Grantor:

6710 E. Camelback Rd., Suite 200  
Scottsdale, AZ 85251

Attn: David C. Tedesco

GRANTOR:

PASSPORT HEALTH, LLC

By: 

Title: Chairman

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Garth Gorraff

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

No registered copyrights

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
<u>Registered Mark</u>	<u>USPTO Reg. #</u>	<u>Reg. Date</u>
PASSPORT HEALTH	2,058,410	4/29/97
FIRST CLASS MEDICAL CARE FOR TRAVEL ANYWHERE	2,091,480	8/26/97
PASSPORT & DESIGN	2,116,454	11/25/97
THE VACCINE PEOPLE.	3,061,872	2/28/06
THE VACCINE SPECIALISTS	3,710,681	11/10/09
PASSAGEWARE	3,886,112	12/7/10
GOOD HEALTH... DON'T FORGET TO TAKE IT WITH YOU	3,612,165	4/28/09
WE DON'T JUST VACCINATE, WE EDUCATE	3,612,109	4/28/09
PASSPORT HEALTH	3,642,535	6/23/09
PASSPORT HEALTH	3,622,317	5/19/09
<u>Applied for:</u>		
CIV MED	Serial # 85562509	Filing Date 3/7/2012
REP-PASS	Serial # 85520336	Filing Date 1/19/2012