

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
HEALTHTEACHER, INC.		05/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4318822	AWESOME UPSTANDER
Registration Number:	4314836	GONOODLE
Registration Number:	4286918	HEALTHTEACHER
Registration Number:	4227670	IARTHEALTH
Registration Number:	3198055	RELEGENT
Registration Number:	3803051	SOHEALTHY CHALLENGE
Registration Number:	3388591	HEALTHTEACHER
Registration Number:	3592239	PEERCLIP
Registration Number:	2468591	HEALTHTEACHER
Serial Number:	85557324	EXPLORE THE CORE
Serial Number:	85557326	BE AWESOME
Serial Number:	85553134	BE AWESOME
Serial Number:	85510167	THRYVE

CH \$415.00 4318822

Serial Number:	85647380	SEND HEALTH HOME
Serial Number:	85683803	MAKE HEALTH AWESOME
Serial Number:	85683801	WE MAKE HEALTH AWESOME

CORRESPONDENCE DATA

Fax Number: 9193541278

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

Phone: 919-314-3086

Email: loandocsdept@square1bank.com

Correspondent Name: Square 1 Bank

Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Signature:

/leeconner-tkf/

Date:

05/22/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 9, 2013 by and between SQUARE 1 BANK ("*Bank*") and HEALTHTEACHER, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 on or about the date hereof (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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

square 1 bank

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

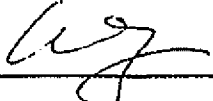
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HEALTHTEACHER, INC.

209 10th Ave South, Suite 350
Nashville, TN 37203


By: 
Name: Scott McQuigg
Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 
Name: Patrick Cahill
Title: AVP

[Signature Page to Intellectual Property Security Agreement]

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HealthTeacher - IPSA



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
NONE		

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EXHIBIT C
TRADEMARKS

Description	Application or Registration Number	Application or Registration Date
AWESOME UPSTANDER	4318822	4-9-2013
GONOODLE	4314836	4-2-2013
EXPLORE THE CORE	85557324	3-1-2012
HEALTHTEACHER	4286918	2-5-2013
BE AWESOME	85557326	3-1-2012
BE AWESOME	85553134	2-27-2012
THRYVE	85510167	1-6-2012
SEND HEALTH HOME	85647380	6-8-2012
MAKE HEALTH AWESOME	85683803	7-23-2012
WE MAKE HEALTH AWESOME	85683801	7-23-2012
IARTHEALTH	4227670	10-16-2012
RELEGENT	3198055	1-16-2007
SOHEALTHY CHALLENGE	3803051	6-15-2010
HEALTHTEACHER	3388591	2-26-2008
PEERCLIP	3592239	3-17-2009
HEALTHTEACHER	2468591	7-10-2001

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