

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
HEALTH GRADES, INC.		09/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Agent
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3138409	
Registration Number:	3210435	GUIDING AMERICA TO BETTER HEALTHCARE
Registration Number:	2483194	HEALTHGRADES
Registration Number:	3997378	GUIDING AMERICANS TO THEIR BEST HEALTH
Registration Number:	4086698	PATIENT DIRECT CONNECT
Registration Number:	2146810	CAMPAIGN MANAGER
Registration Number:	2206340	DATA FUSION
Registration Number:	3342092	FABRIC OF NETWORKS
Registration Number:	3210350	HEALTH2WORK
Registration Number:	3607767	INSTANT CRM
Registration Number:	2133479	MARKET ANALYST
Registration Number:	3640040	PERCEPTUAL PROFILES
Serial Number:	86045030	DIGESTIVE INVESTIGATOR

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Serial Number:	85725243	HOW AMERICA FINDS A DOCTOR
Serial Number:	85722858	HEALTHGRADES
Serial Number:	85725266	CPM HEALTHGRADES
Serial Number:	85725257	CPM HEALTHGRADES

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Corp. Finance Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	52990.015975
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/30/2013

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 30th day of September, 2013, Health Grades, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 999 18t Street, Suite 600, Denver, Colorado 80202, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to SunTrust Bank ("*SunTrust*"), acting as administrative agent hereunder for the Secured Creditors, and its successors and assigns (SunTrust acting as such administrative agent and any successor(s) or assign(s) to SunTrust acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, the following property ("*Trademark Collateral*):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

This Trademark Collateral Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations or Cash Collateralization of

issued and outstanding Letters of Credit). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by Debtor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral are more fully set forth in the Security Agreement.


This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

This Trademark Collateral Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTH GRADES, INC.

By: 
Name: Garrick D. Bernstein
Title: Chief Financial Officer and Treasurer

Accepted and agreed to as of the date and year last above written.

SUNTRUST BANK, as Agent

By: _____
Name: _____
Title: _____

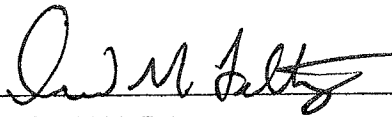
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTH GRADES, INC.

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date and year last above written.

SUNTRUST BANK, as Agent

By:  _____
Name: **David M. Felty**
Title: **Director**

SCHEDULE A

To Trademark Collateral Agreement

FEDERAL TRADEMARK REGISTRATIONS

Health Grades, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Reg. No./Date</u>	<u>Status</u>
Design Only	U.S. Federal	3138409 5-Sept-2006 09/05/06	Registered
GUIDING AMERICA TO BETTER HEALTHCARE	U.S. Federal	3210435 20-Feb-2007 02/20/07	Registered
HEALTHGRADES	U.S. Federal	2483194 28-Aug-2001 08/28/01	Registered
GUIDING AMERICANS TO THEIR BEST HEALTH	U.S. Federal	3997378 19-Jul-2001 07/19/01	Registered
PATIENT DIRECT CONNECT	U.S. Federal	4086698 17-Jan-2012	Registered
CAMPAIGN MANAGER	U.S. Federal	2146810 24-Mar-1998	Registered
DATA FUSION	U.S. Federal	2206340 01-Dec-1998	Registered
FABRIC OF NETWORKS	U.S. Federal	3342092 20-Nov-2007	Registered
HEALTH2WORK	U.S. Federal	3210350 20-Feb-2007	Registered
INSTANT CRM	U.S. Federal	3607767 14-Apr-2009	Registered
MARKET ANALYST	U.S. Federal	2133479 27-Jan-1998	Registered
PERCEPTUAL PROFILES	U.S. Federal	3640040 16-Jun-2009	Registered

PENDING FEDERAL TRADEMARK APPLICATIONS

Health Grades, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No./Date</u>	<u>Status</u>
DIGESTIVE INVESTIGATOR	U.S. Federal	86/045030 22-Aug-2013	Pending
HOW AMERICA FINDS A DOCTOR	U.S. Federal	85/725243 10-Sep-2012	Pending
HEALTHGRADES (logo)	U.S. Federal	85/722858 7-Sep-2012	Pending
CPM HEALTHGRADES (word mark)	U.S. Federal	85/725266 10-Sep-2012	Pending
CPM HEALTHGRADES (logo)	U.S. Federal	85/725257 10-Sep-2012	Pending