

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
COVERMYMEDS, LLC		08/28/2013	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	SAAS CAPITAL FUNDING, LLC		
Street Address:	1540 Broadway		
Internal Address:	Suite 1610		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3806358	COVERMYMEDS	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Theodore D. Lienesch		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	079532.00013/AMI		
NAME OF SUBMITTER:	Theodore D. Lienesch		

OP \$40.00 3806358

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**TRADEMARK
 REEL: 005122 FRAME: 0907**

Signature:	/Theodore D. Lienesch/
Date:	10/02/2013
Total Attachments: 10 source=Security_Agreement_079532-00013#page1.tif source=Security_Agreement_079532-00013#page2.tif source=Security_Agreement_079532-00013#page3.tif source=Security_Agreement_079532-00013#page4.tif source=Security_Agreement_079532-00013#page5.tif source=Security_Agreement_079532-00013#page6.tif source=Security_Agreement_079532-00013#page7.tif source=Security_Agreement_079532-00013#page8.tif source=Security_Agreement_079532-00013#page9.tif source=Security_Agreement_079532-00013#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is entered into as of August 28, 2013 by and between SaaS Capital Funding, LLC ("Grantee") and CoverMyMeds, LLC ("Grantor").

RECITALS

A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"). The term "Patents" means United States, foreign and international issued patents, pending patent applications other patent rights including, without limitation, design and utility patents, utility models, industrial designs, divisionals, continuations, continuations-in-part, reexaminations, renewals, reissues, and extensions thereof, and the inventions disclosed or claimed therein, and any improvements thereon, and any application or patent claiming priority thereto or therefrom, in each case including all applications therefore. The term "Trademarks" means any trademarks and service marks, trade name, corporate name, company business names, fictitious business names, trade styles, trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, service marks, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, databases, domain names, Software, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, throughout the world, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, license royalties, claims or rights against third parties for any past, present or future infringement of any trademark or similar device or registration thereof, or for any injury to the goodwill associated therewith, and all corresponding rights throughout the world.

B. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Patent and Trademark Security Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents and Trademarks to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority 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 the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest in all of Grantor's right, title and interest in, to and under its Patents and

Trademarks (including without limitation those Patents and Trademarks listed on Exhibits A and B 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.

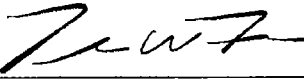
This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in 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 an person, including Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

COVERMYMEDS, LLC

By: 

Name: Theodore W. Frank

Title: Chief Financial Officer

Address of Grantor:

130 E. Chestnut St.

Columbus, OH 43215

Attention of: Chief Financial Officer

GRANTEE:

SAAS CAPITAL FUNDING, LLC

By: _____

Name: Todd Gardner

Title: Chief Executive Officer

Address of Grantee:

1540 Broadway, Suite 1610

New York, New York 10036

Attention: Chief Executive Officer

EXHIBIT A

Patents

None.

Patent Applications

Application No.	File Date	Description
20120185270	July 19, 2012	APPARATUS AND METHOD FOR PROCESSING PRIOR AUTHORIZATIONS FOR PRESCRIPTION DRUGS
20110257992	October 20, 2011	APPARATUS AND METHOD FOR PROCESSING PRIOR AUTHORIZATIONS FOR PRESCRIPTION DRUGS
61807893, 61/807893 (Provisional Application)	April 3, 2013	SYSTEM AND METHOD OF ASSISTING PRESCRIPTION TREATMENT FULFILLMENT
61/835568 (Provisional Application)	June 15, 2013	DIVERSE METHODS OF FACILITATING A REQUEST FOR PRIOR AUTHORIZATION WITH A COMMON USER EXPERIENCE
Not Yet Assigned (Provisional Application)	August 22, 2013	GENERIC OR FORMULARY ALTERNATIVES

EXHIBIT B

Trademarks

Registration Number	Mark	Filing Date	Issue Date
3806358	COVERMYMEDS	October 25, 2009	June 22, 2010

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A. Grantee has agreed to make certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"). The term "Patents" means United States, foreign and international issued patents, pending patent applications other patent rights including, without limitation, design and utility patents, utility models, industrial designs, divisionals, continuations, continuations-in-part, reexaminations, renewals, reissues, and extensions thereof, and the inventions disclosed or claimed therein, and any improvements thereon, and any application or patent claiming priority thereto or therefrom, in each case including all applications therefore. The term "Trademarks" means any trademarks and service marks, trade name, corporate name, company business names, fictitious business names, trade styles, trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, service marks, logos, and any other designs or sources of business identifiers, indicia of origin or similar devices, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, Software license rights and agreements and confidential information now owned or hereafter acquired, databases, domain names, Software, all registrations with respect thereto, all applications with respect to the foregoing, and all extensions and renewals with respect to any of the foregoing, together with all of the goodwill associated with any and all of the foregoing, throughout the world, in each case whether now or hereafter existing, together with all rights and interests associated with the foregoing, including, without limitation, license royalties, claims or rights against third parties for any past, present or future infringement of any trademark or similar device or registration thereof, or for any injury to the goodwill associated therewith, and all corresponding rights throughout the world.

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By: _____

Name: Theodore W. Frank

Title: Chief Financial Officer

Address of Grantor:

130 E. Chestnut St.

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By:  _____

Name: Todd Gardner

Title: Chief Executive Officer

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