

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HighRoad, Inc.		10/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Massachusetts Capital Resource Company		
Street Address:	420 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85882136	HIGHROADS	
Serial Number:	85888877	THE SOURCE	
Registration Number:	3573696	THE LAB	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Brian Wagner		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brian Wagner		
Signature:	/Michael Barys TR/		
Date:	10/29/2013		

OP \$90.00 85882136

Total Attachments: 7

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Execution Copy

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 28, 2013, (the "Agreement") between MASSACHUSETTS CAPITAL RESOURCE COMPANY ("Lender") and HighRoads, Inc., a Delaware corporation ("Grantor"), is made with reference to the Note and Warrant Purchase Agreement, dated as of February 22, 2011 (as amended from time to time, the "Financing Agreement", including that certain Amendment to Note and Warrant Purchase Agreement, dated October 28, 2013), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

HIGHROADS, INC.

By: 

Name: Richard M. Darer
Title: Senior Vice President & Chief Financial Officer

Address for Notices:

From the Effective date through October 31, 2013:
HighRoads, Inc.
120 Presidential Way, Suite 320
Woburn, MA 01801
Attention: Rick Darer, SVP & CFO; Lily Donadio,
Controller
Fax: (781) 503-4001
Email: rdarer@highroads.com;
ldonadio@highroads.com

After October 31, 2013 and all times thereafter:
HighRoads, Inc.
3 Burlington Woods, 3rd Floor
Burlington, MA 01803
Attention: Rick Darer, SVP & CFO; Lily Donadio,
Controller
Fax: (781) 503-4001
Email: rdarer@highroads.com;
ldonadio@highroads.com

LENDER:

MASSACHUSETTS CAPITAL RESOURCE
COMPANY

By: _____

Name: Joan C. McArdle
Title: Senior Vice President

Address for Notices:

Attn: Joan C. McArdle
420 Boylston Street
Boston, MA 02116
Tel: (617) 536-3900
Fax: (617) 536-7930

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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HIGHROADS, INC.

By: _____

Name: Richard M. Darer
Title: Senior Vice President & Chief Financial Officer

Address for Notices:

From the Effective date through October 31, 2013:
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Attention: Rick Darer, SVP & CFO; Lily Donadio,
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Attention: Rick Darer, SVP & CFO; Lily Donadio,
Controller
Fax: (781) 503-4001
Email: rdarer@highroads.com;
ldonadio@highroads.com

LENDER:

MASSACHUSETTS CAPITAL RESOURCE
COMPANY

By: Joan C. McArdle

Name: Joan C. McArdle
Title: Senior Vice President

Address for Notices:

Attn: Joan C. McArdle
420 Boylston Street
Boston, MA 02116
Tel: (617) 536-3900
Fax: (617) 536-7930

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

TRADEMARK

REEL: 005140 FRAME: 0586

Exhibit B

TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
THE LAB	77/343218	3,573,696		12/4/2007
HIGHROADS	85/882136			3/21/2013
THE SOURCE	85/888877			3/28/2013

EXHIBIT C

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Methods and Systems for Comparing Employee Insurance Plans Among Peer Groups	8,185,415	12/169,104	Issued	05/22/2012
Management Platform For Displaying Benefit Plan Data To Permitted Entities (pending approval)	N/A	13/439,084	N/A	pending