

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
Life Line Screening of America Ltd.		10/17/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	75370724	LIFE LINE SCREENING
Serial Number:	78181788	PROTECT YOUR HEALTH. PROTECT YOUR LIFE
Serial Number:	78181774	LIFE LINE SCREENING PROTECT YOUR HEALTH.
Serial Number:	77332712	
Serial Number:	77332754	LIFE LINE SCREENING
Serial Number:	77344660	THE POWER OF PREVENTION

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: 858-677-1400
 Email: susan.reynholds@dlapiper.com
 Correspondent Name: DLA Piper LLP (US)
 Address Line 1: 4365 Executive Drive, Suite 1100

CH \$165.00 75370724

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 355281-134

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 11/04/2013

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 17, 2013 by and between COMERICA BANK ("Bank") and LIFE LINE SCREENING OF AMERICA LTD., an Ohio limited liability company ("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 among Bank, Grantor and LIFE LINE SCREENING HOLDINGS, LLC, dated of even date herewith (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 and Patents 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 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 under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 Collateral (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 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

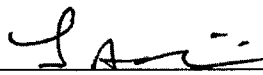
GRANTOR:

Address of Grantor:

Park Center Plaza II, Suite 200
6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully
Fax: 888-897-9153

LIFE LINE SCREENING OF AMERICA LTD.

By: 
Name: Timothy A. Phillips
Title: Executive Vice President and Secretary

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement – LLS America]

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Park Center Plaza II, Suite 200
6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully
Fax: 888-897-9153

LIFE LINE SCREENING OF AMERICA LTD.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:  _____

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Life Line Screening Experience	TX0007233556	4/9/10

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None registered.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
LIFE LINE SCREENING	75/370,724	10/9/97
PROTECT YOUR HEALTH, PROTECT YOUR LIFE.	78/181,788	11/5/02
LIFELINE SCREENING PROTECT YOUR HEALTH, PROTECT YOUR LIFE, & DESIGN	78/181,774	11/5/02
DESIGN ONLY	77/332,712	11/19/07
LIFE LINE SCREENING	77/332,754	11/19/07
THE POWER OF PREVENTION	77/344,660	12/5/07