

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
E4 HEALTH, INC.		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The F&M Bank & Trust Company
Street Address:	3811 Turtle Creek Boulevard, Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4237077	E4 HEALTH HEALTHCARE 4 A CHANGE
Registration Number:	4297590	LIFELYNC
Registration Number:	4237788	LIFESCOPE
Registration Number:	4031009	WELLCONNECT
Registration Number:	3541005	STUDENTLAUNCH
Registration Number:	3541006	STUDENTLAUNCH
Registration Number:	3544328	STUDENTLAUNCH
Registration Number:	3528323	STUDENTLAUNCH
Registration Number:	3541003	STUDENTLAUNCH
Registration Number:	3544326	STUDENTLAUNCH
Registration Number:	3561828	STUDENTREADY
Registration Number:	3561829	STUDENTREADY
Registration Number:	3573273	STUDENTREADY
Registration Number:	3528322	STUDENTREADY

OP \$465.00 4237077

Registration Number:	3541002	STUDENTREADY
Registration Number:	3565323	STUDENTREADY
Registration Number:	3254204	STUDENTRESOURCESERVICES
Registration Number:	3238162	VITAL TOOLS FOR STUDENT SUCCESS

**CORRESPONDENCE DATA**

Fax Number: 2149649501

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

Phone: 2149649478

Email: scott.wallace@hklaw.com,susan.dinicola@hklaw.com,colman.flaherty@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 300 Crescent Court, Suite 1100

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 136152.00012

NAME OF SUBMITTER: Colman X. Flaherty

Signature: /Colman X. Flaherty/

Date: 01/02/2014

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “IP Security Agreement”) is made and effective as of December 31, 2013, by and among E4 HEALTH, INC., a Delaware corporation (“Company”), EACH OF THE UNDERSIGNED (together with the Company, collectively the “Grantors” and individually, jointly and severally, each a “Grantor”), in favor of THE F&M BANK & TRUST COMPANY (together with its successors and assigns, “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

### RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 31, 2013, by and among the Grantors and the Lender (including all appendices, annexes, exhibits and schedules thereto, and as from time to time amended, amended and restated, joined, extended, supplemented and/or otherwise modified, the “Loan Agreement”), the Lender has agreed, subject to the terms and conditions set forth therein, to extend credit and make other financial accommodations to Grantors; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lender as set forth in the Loan Agreement, each Grantor has granted to Lender a continuing security interest in, among other property, all Intellectual Property of the Grantors, and has agreed as a condition thereof to execute this IP Security Agreement for recording such security interest with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the prompt and complete payment and performance in full of the Obligations, each Grantor hereby grants to Lender a continuing security interest in, lien and mortgage in and to such Grantor’s rights in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Excluded Intellectual Property (as defined below) (the “IP Collateral”):

(a) The copyright registrations and applications set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisionals, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The trademark and service mark registrations and trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”);

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding the foregoing, the IP Collateral shall not include any of the foregoing if and to the extent that the grant of a security interest therein: (i) is prohibited by any statute, law, rule, regulation, order or other requirement of a Governmental Authority, (ii) requires a consent not obtained of any Governmental Authority pursuant to such statute, law, rule, regulation, order or other requirement, or is prohibited by, constitutes a breach or default under, or results in the termination of, any contract, lease, license, agreement, instrument or other document evidencing or giving rise to such property (other than to the extent such statute, law, rule, regulation, order or other requirement, or the term in such contract, lease, license, agreement, instrument or other document providing for such prohibition, breach, default or termination is ineffective under applicable law); provided however that, the IP Collateral shall include and such security interest shall attach immediately to any applicable portion of the property described in clauses (i) and (ii) at such time as the condition causing such prohibition, breach, default or termination shall be remedied and to the extent severable, shall attach immediately to any portion of such property to the extent that such attachment does not result in any of the consequences specified in clauses (i) and (ii) above, or (iii) would result in the invalidation, unenforceability or voiding thereof with respect to any intent-to-use Trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of any registration that issues from such intent-to-use application under applicable federal law, whereupon such applications shall be automatically subject to the security interest, lien and mortgage granted herein and deemed included in the IP Collateral (all of the foregoing in this sentence being referred to collectively as the “Excluded Intellectual Property”). Notwithstanding the foregoing, the IP Collateral shall include all proceeds of any Excluded Intellectual Property, unless such proceeds separately constitute Excluded Intellectual Property.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks to file and record this IP Security Agreement in order to publicly record the interests of Lender in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon the repayment in full, in cash, of all Obligations (other than contingent indemnity

obligations that are not yet due and payable) and termination of all Commitments under the Loan Agreement. Upon any such termination, Lender (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Lender to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of the Grantors and Lender are more fully described in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement shall be governed by the internal laws of the state of Texas, without regard to conflicts of law principles. If any provision or application of this IP Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this IP Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement as set forth in the Loan Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

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

GRANTORS:

**E4 HEALTH HOLDINGS, LLC**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

**E4 HEALTH, INC.**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

**E4 WELLNESS, INC.**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

**PEOPLE RESOURCES, INC.**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

**STUDENT RESOURCE SERVICES, LLC**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

**MEDI GROUP RESOURCES, LLC**

By: William H. Mulcahy  
Name: William H. Mulcahy  
Title: CEO

LENDER:

THE F&M BANK & TRUST COMPANY

By:  \_\_\_\_\_

Name: Eric Morse

Title: Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

#26905813

TRADEMARK  
REEL: 005187 FRAME: 0168

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights:

<b>Grantor</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
Student Resource Services, LLC	Copyrights: STUDENT RESOURCE SERVICES RETURN ON INVESTMENT CALCULATOR	U.S.	Reg. No. TXu1602873 Reg. Date: 1/16/2008
Student Resource Services, LLC	Copyrights: STUDENT SUCCESS SURVEY	U.S.	Reg. No. TXu1584247 Reg. Date: 8/21/2008
Student Resource Services, LLC	Copyrights: VISUAL DASHBOARD	U.S.	Reg. No. TXu1584238 Reg. Date: 8/21/2008

Pending Copyright Applications:

None



SCHEDULE B

PATENT COLLATERAL

Registered Patents:

None

Pending Patent Applications:

None

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks:

<b>Grantor</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
E4 Health, Inc.	Trademark: E4 HEALTH HEALTHCARE 4 A CHANGE & Design	U.S.	Reg. No. 4237077 Reg. Date: 11/6/2012
E4 Health, Inc.	Trademark: LIFELYNC	U.S.	Reg. No. 4297590 Reg. Date: 3/5/2013
E4 Health, Inc.	Trademark: LIFESCOPE	U.S.	Reg. No. 4237788 Reg. Date: 11/6/2012
E4 Wellness, Inc.	Trademark: WELLCONNECT	U.S.	Reg. No. 4031009 Reg. Date: 9/27/2011
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3541005 Reg. Date: 12/2/2008
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3541006 Reg. Date: 12/2/2008
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3544328 Reg. Date: 12/9/2008
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3528323 Reg. Date: 11/4/2008
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3541003 Reg. Date: 12/2/2008
Student Resource Services, LLC	Trademark: STUDENTLAUNCH	U.S.	Reg. No. 3544326 Reg. Date: 12/9/2008
Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3561828 Reg. Date: 1/13/2009
Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3561829 Reg. Date: 1/13/2009

Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3573273 Reg. Date: 2/10/2009
Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3528322 Reg. Date: 11/4/2008
Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3541002 Reg. Date: 12/2/2008
Student Resource Services, LLC	Trademark: STUDENTREADY	U.S.	Reg. No. 3565323 Reg. Date: 1/20/2009
Student Resource Services, LLC	Trademark: STUDENTRESOURCESERVICES & Design	U.S.	Reg. No. 3254204 Reg. Date: 6/19/2007
Student Resource Services, LLC	Trademark: VITAL TOOLS FOR STUDENT SUCCESS	U.S.	Reg. No. 3238162 Reg. Date: 5/1/2007