

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
Hospital Media Network, LLC		12/31/2013	LIMITED LIABILITY COMPANY: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	Stonehenge Capital Fund Connecticut II, LLC
<b>Street Address:</b>	152 West 57th Street
<b>Internal Address:</b>	20th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT

<b>Name:</b>	Stonehenge Capital Fund Connecticut III, LLC
<b>Street Address:</b>	152 West 57th Street
<b>Internal Address:</b>	20th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3694812	HMN
Registration Number:	3769487	HEALTH MEDIA NETWORK

**CORRESPONDENCE DATA**

Fax Number: 2038691951

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

OP \$65.00 3694812

Phone: 2038622395  
Email: rmanuso@wbamct.com  
Correspondent Name: Richard E. Mancuso  
Address Line 1: 500 West Putnam Avenue  
Address Line 4: Greenwich, CONNECTICUT 06830

ATTORNEY DOCKET NUMBER:	0103658.0003 STONEHENGE
NAME OF SUBMITTER:	Richard E. Mancuso
Signature:	/Richard E. Mancuso/
Date:	01/15/2014

**Total Attachments: 11**

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**SECOND AMENDED AND RESTATED SUBORDINATED PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED SUBORDINATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated December 31, 2013 is made by HOSPITAL MEDIA NETWORK, LLC, a limited liability company formed under the laws of the State of Connecticut with an address of 9 Old Kings Highway South, Darien, CT 06820 ("*Grantor*"), in favor of STONEHENGE CAPITAL FUND CONNECTICUT II, LLC, a limited liability company formed under the laws of the State of Connecticut with an address of 152 West 57th Street, 20th Floor, New York, NY 10019 and STONEHENGE CAPITAL FUND CONNECTICUT III, LLC, a limited liability company formed under the laws of the State of Connecticut with an address of 152 West 57th Street, 20th Floor, New York, NY 10019, as Investors (as such term is defined in the Investment Agreement referred to in the Recitals below).

**RECITALS:**

THIS AGREEMENT AND THE PAYMENT OF ALL SUMS OWED HEREUNDER OR SECURED HEREBY, AND THE LIENS SECURING SUCH SUMS, IF ANY, ARE SUBORDINATE AND ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE SECOND AMENDED AND RESTATED INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 31, 2013 BY AND AMONG RBS CITIZENS, N.A., STONEHENGE CAPITAL FUND CONNECTICUT II, LLC, A CONNECTICUT LIMITED LIABILITY COMPANY, STONEHENGE CAPITAL FUND CONNECTICUT III, LLC, A CONNECTICUT LIMITED LIABILITY COMPANY, CHRISTOPHER CULVER, AN INDIVIDUAL, PAUL THEISEN, AN INDIVIDUAL, AND HOSPITAL MEDIA NETWORK, LLC, A CONNECTICUT LIMITED LIABILITY COMPANY. COPIES OF SUCH AGREEMENT ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF STONEHENGE CAPITAL FUND CONNECTICUT II, LLC AND STONEHENGE CAPITAL FUND CONNECTICUT III, LLC (the "*Intercreditor Agreement*").

WHEREAS, on February 28, 2013, the parties hereto entered into a Subordinated Patent, Trademark and Copyright Security Agreement, which agreement was amended and restated by the parties pursuant to that certain Amended and Restated Subordinated Patent, Trademark and Copyright Security Agreement dated as of May 28, 2013 (the "*Prior Agreement*");

WHEREAS, the parties hereto desire to amend and restate the Prior Agreement in its entirety to read as set forth in this Agreement;

WHEREAS, pursuant to that certain Second Amended and Restated Investment Agreement dated as of even date herewith by and among Grantor and the Investors (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Investment Agreement*"), the Investors have, subject to certain terms and conditions, agreed to make certain loans (the "*Loans*") to Grantor;

WHEREAS, to induce the Investors to enter into the Investment Agreement and other Investment Documents (as defined in the Investment Agreement) and to induce the Investors to

make the Loans as provided for in the Agreement, Grantor has agreed to grant a continuing security interest in the Collateral to secure the Obligations (as defined in the Investment Agreement) pursuant to the terms of the Second Amended and Restated Subordinated Security Agreement of even date herewith between Grantor and the Investors (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and certain other Investment Documents, including, without limitation, this Agreement; and

WHEREAS, the parties now desire to grant to the Investors a continuing security interest in the Intellectual Property Collateral (as defined below) owned by Grantor to secure the Obligations.

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree to amend and restate the Prior Agreement and the Prior Agreement is hereby amended and restated in its entirety as follows, with the intent that the terms of this Agreement shall supersede the terms of the Prior Agreement (which shall hereafter have no further effect upon the parties thereto other than with respect to any action, event, representation, warranty or covenant occurring, made or applying on or prior to the date hereof):

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Investors a Lien upon all its right, title and interest in, to and under its Intellectual Property Rights including, without limitation, the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "*Intellectual Property Collateral*"):

(a) all of Grantor's patents and patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's trademarks and trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's copyrights and copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all registrations for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any patents and patent licenses, (B) past, present or future infringement of any copyrights and copyright licenses, (C) past, present or future infringement of any trademarks and trademark licenses or dilution of any trademark, or (D) injury to the goodwill associated with any trademark, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to the Investors pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Investors with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

4. Remedies upon Default. Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement, Grantor hereby covenants and agrees that the Investors, as the holder of a security interest under the UCC, may take such action permitted under the Security Agreement or permitted by law, in its absolute discretion, to foreclose upon the Intellectual Property Collateral covered hereby.

5. Subordination to Senior Debt. This Agreement including all extensions and renewals, the Lien granted hereunder and the Obligations hereby are, and at all times shall be, subordinated to (a) the liabilities and obligations of Grantor under the Senior Debt and (b) any Liens which are granted by the Grantor to secure the Senior Debt (as defined in the Investment Agreement) in accordance with the provisions of the Intercreditor Agreement. Subject to the foregoing, all rights of the Investors and the security interest and Lien granted hereunder, and all Obligations of the Grantor hereunder, and the Investors' rights in the Intellectual Property Collateral shall be absolute and unconditional.

6. Acknowledgment. Grantor expressly acknowledges that this Agreement shall be recorded with the United States Patent and Trademark Office as part of the Investors' protection of the security interests granted hereby.

7. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

8. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Laws. This Agreement, including without limitation its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims whether sounding in contract, tort or otherwise, shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Connecticut.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart. Delivery of an executed Agreement by facsimile or electronic mail shall be deemed an original and may be admitted in any court of competent jurisdiction as evidence of the execution of this Agreement.

11. Recitals. The "Recitals" hereto constitute a substantive part of this Agreement and are hereby incorporated by reference as though fully set forth herein. The Parties acknowledge that the "Recitals" are true and correct.

[Signature Page Follows]

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

Grantor

HOSPITAL MEDIA NETWORK, LLC  
a Connecticut limited liability company

By:   
Name: Christopher Culver  
Title: Chief Executive Officer

Investors

STONEHENGE CAPITAL FUND  
CONNECTICUT II, LLC

By: \_\_\_\_\_  
Name: Charles Haberkorn  
Title: Vice President

STONEHENGE CAPITAL FUND  
CONNECTICUT III, LLC

By: \_\_\_\_\_  
Name: Charles Haberkorn  
Title: Vice President

[Signature Page to Second Amended and Restated Subordinated Patent, Trademark and  
Copyright Security Agreement]

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

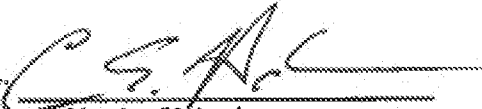
Grantor

HOSPITAL MEDIA NETWORK, LLC  
a Connecticut limited liability company

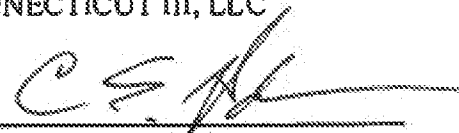
By: \_\_\_\_\_  
Name: Christopher Culver  
Title: Chief Executive Officer

Investors

STONEHENGE CAPITAL FUND  
CONNECTICUT II, LLC

By:  \_\_\_\_\_  
Name: Charles Haberkorn  
Title: Vice President

STONEHENGE CAPITAL FUND  
CONNECTICUT III, LLC

By:  \_\_\_\_\_  
Name: Charles Haberkorn  
Title: Vice President

[Signature Page to Second Amended and Restated Subordinated Patent, Trademark and  
Copyright Security Agreement]



ACKNOWLEDGMENT

STATE OF CONNECTICUT

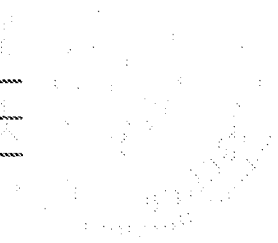
COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2013, by CHRISTOPHER CULVER as CHIEF EXECUTIVE OFFICER of HOSPITAL MEDIA NETWORK, LLC.

Adela Socci

ADELA SOCCI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 30, 2014

Personally known \_\_\_\_\_  
Or Produced Identification \_\_\_\_\_  
Type of Identification Produced Drivers Licen.



ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by CHARLES HABERKORN as \_\_\_\_\_ of STONEHENGE CAPITAL FUND CONNECTICUT II, LLC.

\_\_\_\_\_  
Personally known \_\_\_\_\_  
Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by CHRISTOPHER CULVER as CHIEF EXECUTIVE OFFICER of HOSPITAL MEDIA NETWORK, LLC.

\_\_\_\_\_  
Personally known \_\_\_\_\_  
Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 31 day of December, 2013, by CHARLES HABERKORN as VICE PRESIDENT of STONEHENGE CAPITAL FUND CONNECTICUT II, LLC.

Brian S. Model  
Notary Public, State of New York  
No. 01MO6151652  
Qualified in New York County  
Commission Expires 08 / 21 / 2014

*B. Model*

Personally known \_\_\_\_\_ ✓  
Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 31 day of December, 2013, by CHARLES HABERKORN as VICE PRESIDENT of STONEHENGE CAPITAL FUND CONNECTICUT III, LLC.

Brian S. Model  
Notary Public, State of New York  
No. 01MO8151652  
Qualified in New York County  
Commission Expires 08 / 21 / 2014

Brian S. Model

Personally known ✓  
Or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

SCHEDULE I

to

SECOND AMENDED AND RESTATED SUBORDINATED PATENT,

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PART A: PATENTS

None.

PART B: TRADEMARKS/SERVICE MARK

<u>Mark:</u>	<u>Owner:</u>	<u>Reg./Serial #:</u>	<u>Filing Date:</u>	<u>Jurisdiction:</u>	<u>Status:</u>	<u>Description of Mark:</u>
HMN	HMN	Reg. No. 3694812	08/26/2008	U.S.	Live	HMN; Combination of three or more letters as part of the mark
Health Media Network	HMN	Reg. No. 3769487	08/26/2008	U.S.	Live	STANDARD CHARACTER MARK
Diabetes Media Network	HMN	Serial No. 85192106	12/07/2010	U.S.	Dead	STANDARD CHARACTER MARK
RHEUMATOLOGY HEALTH NETWORK	HMN	Serial No. 85192053	12/07/2010	U.S.	Dead	STANDARD CHARACTER MARK
DERMATOLOGY HEALTH NETWORK	HMN	Serial No. 85191574	12/06/2010	U.S.	Dead	STANDARD CHARACTER MARK
CARDIOLOGY HEALTH NETWORK	HMN	Serial No. 85191567	12/06/2010	U.S.	Dead	STANDARD CHARACTER MARK
ALLERGY HEALTH NETWORK	HMN	Serial No. 85191561	12/06/2010	U.S.	Dead	STANDARD CHARACTER MARK

**PART C: COPYRIGHTS**

None.