

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JK ASSOCIATES, INC.		06/18/2014	CORPORATION: PENNSYLVANIA
ARBOR COMMUNICATIONS, INC.		06/18/2014	CORPORATION: PENNSYLVANIA
ENDPOINT MEDICAL COMMUNICATIONS, INC.		06/18/2014	CORPORATION: PENNSYLVANIA
FISHAWACK COMMUNICATIONS, INC.		06/18/2014	CORPORATION: PENNSYLVANIA
INDICIA COMMUNICATIONS, LLC		06/18/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CLYDESDALE BANK PLC		
Trading As:	YORKSHIRE BANK		
Street Address:	The Chancery		
Internal Address:	First Floor		
City:	Manchester		
State/Country:	UGANDA		
Postal Code:	M2 1YB		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4469269	HCPCONNECT	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-454-5000		
Email:	burtnerj@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		

TRADEMARK

ATTORNEY DOCKET NUMBER:	142103.2
NAME OF SUBMITTER:	Elizabeth Tabas Carson, PA Bar member
SIGNATURE:	/Elizabeth Tabas Carson/
DATE SIGNED:	06/18/2014
Total Attachments: 4 source=ClydesdaleTMsecurityagmt#page1.tif source=ClydesdaleTMsecurityagmt#page2.tif source=ClydesdaleTMsecurityagmt#page3.tif source=ClydesdaleTMsecurityagmt#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated the 18th day of June, 2014, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein (the "Grantors")), in favor of **CLYDESDALE BANK PLC** (trading as Yorkshire Bank) (the "Lender").

WITNESSETH

WHEREAS, pursuant to that certain Facilities Agreement dated as of the date hereof by and among Grantors and Lender, and from time to time other parties thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Facilities Agreement"), Lender has agreed to make certain extensions of credit (the "Loans") to Grantors and certain of their affiliates (collectively, the "Group");

WHEREAS, in connection with the Loans made issued pursuant to the terms and conditions of the Facilities Agreement, Grantors have executed and delivered to Lender, for itself and the ratable benefit of Lender, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for itself and the ratable benefit of Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the Secured Obligations, Grantors hereby grant to Lender, for itself and for the ratable benefit of Lender, a continuing first priority security interest in all of such Grantors' rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent of such anti-assignment provisions) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, whether registered or unregistered, set forth on Schedule I hereto;

(b) subject to the Security Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


Trademark Collateral shall not include "intent-to-use" Trademarks (or Trademark applications) to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark (or Trademark application) under applicable federal law.

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby 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.

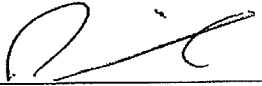
[signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the Grantors have caused this Agreement to be duly executed as of the date first above written.


JK ASSOCIATES, INC.

By: 
Name: Dominic Miller
Title: Vice President

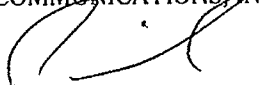
ARBOR COMMUNICATIONS, INC.

By: 
Name: Dominic Miller
Title: Vice President

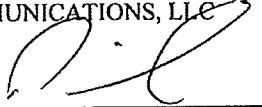
ENDPOINT MEDICAL COMMUNICATIONS, INC.

By: 
Name: Dominic Miller
Title: Vice President

FISHAWACK COMMUNICATIONS, INC.

By: 
Name: Dominic Miller
Title: Vice President

INDICIA COMMUNICATIONS, LLC

By: 
Name: Dominic Miller
Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Title	Current Owner of Record	Country	Application No./Registration No.	Filing/Issue Date
HCPCONNECT	JK Associates, Inc.	U.S.	4469269	1/21/2014