

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFE LINE SCREENING HOLDINGS, LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
LIFE LINE SCREENING OF AMERICA LTD.		08/29/2014	LIMITED LIABILITY COMPANY: OHIO
LIFE LINE COMMUNITY HEALTHCARE, LLC		08/29/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK		
Street Address:	555 S. Flower Street		
Internal Address:	18th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3772196	THE POWER OF PREVENTION	
Registration Number:	3603643	LIFE LINE SCREENING	
Registration Number:	3592462		
Registration Number:	2227694	LIFE LINE SCREENING	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	319000-149		

CH \$115.00 3772196

NAME OF SUBMITTER:	Erin O'Brien
SIGNATURE:	/Erin O'Brien/
DATE SIGNED:	09/04/2014
Total Attachments: 6 source=Life Line signed IPSA#page1.tif source=Life Line signed IPSA#page2.tif source=Life Line signed IPSA#page3.tif source=Life Line signed IPSA#page4.tif source=Life Line signed IPSA#page5.tif source=Life Line signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 29, 2014 by and between CITY NATIONAL BANK ("Bank"), and LIFE LINE SCREENING HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), and LIFE LINE SCREENING OF AMERICA LTD., an Ohio limited liability company and a wholly owned subsidiary of Holdings ("America"), and LIFE LINE COMMUNITY HEALTHCARE, LLC a Delaware limited liability company ("Community" and with America and Holdings, each, a "Grantor", and collectively, "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors 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 Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of each Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of each 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 Grantors and Bank, each 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 each Grantor and Bank, each Grantor grants and pledges to Bank a security interest in all of such 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.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such 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.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its applicable member or manager thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully, Chief Executive Officer

LIFE LINE SCREENING HOLDINGS, LLC

By: _____
Its: _____

By: _____
Name: Colin Scully
Title: Chief Executive Officer

Address of Grantor:

6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully, Chief Executive Officer

LIFE LINE SCREENING OF AMERICA LTD.

By: _____
Its: _____

By: _____
Name: Colin Scully
Title: Chief Executive Officer

Address of Grantor:

6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully, Manager

LIFE LINE COMMUNITY HEALTHCARE LLC

By: _____
Its: _____

By: _____
Name: Colin Scully
Title: Manager

BANK:

Address of Bank:

200 Clarendon Street 28th Floor
Boston, MA 02116

With a copy to:

Legal Department
Attn: Managing Counsel, Credit Unit
555 S. Flower Street, 18th Floor
Los Angeles, CA 90071

CITY NATIONAL BANK

By: _____
Name: _____
Title: _____

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Independence, Ohio 44131

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Name: _____
Title: _____

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Independence, Ohio 44131

Attn: Colin Scully, Chief Executive Officer

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By: _____
Its: _____

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Title: _____

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6150 Oak Tree Blvd.
Independence, Ohio 44131

Attn: Colin Scully, Manager

LIFE LINE COMMUNITY HEALTHCARE LLC

By: _____
Its: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

200 Clarendon Street 28th Floor
Boston, MA 02116

With a copy to:

Legal Department
Attn: Managing Counsel, Credit Unit
555 S. Flower Street, 18th Floor
Los Angeles, CA 90071

CITY NATIONAL BANK


By: 
Name: JAMES DEMOY
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Life Line Screening Experience.	TX0007233556	04/09/10
Life Linescreening.com	PA0001812782	06/27/11

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration / Serial <u>Number</u>	Registration / <u>Application Date</u>
THE POWER OF PREVENTION	3,772,196	04/06/10
LIFE LINE SCREENING (AND DRAWING)	3,603,643	04/07/09
(DESIGN ONLY)	3,592,462	03/17/09
LIFE LINE SCREENING	2,227,694	03/02/99