

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ConvenientMD LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prides Crossing Capital Funding, L.P.		
<b>Street Address:</b>	701 Edgewater Drive, Suite 130		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01880		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4299118	CONVENIENTMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6177224999		
<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>			
<b>Phone:</b>	6179736100		
<b>Email:</b>	trademarks@pbl.com		
<b>Correspondent Name:</b>	Gary Smith		
<b>Address Line 1:</b>	800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>NAME OF SUBMITTER:</b>	Gary W. Smith		
<b>SIGNATURE:</b>	/Gary W Smith/		
<b>DATE SIGNED:</b>	12/01/2014		
<b>Total Attachments: 5</b>			
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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Confirmatory Grant"), dated as of the      day of December, 2014, is by and between ConvenientMD LLC, a Delaware Limited Liability Company, having an address at 18 Sheafe Street Portsmouth, New Hampshire, 03801 (the "Grantor"), and Prides Crossing Capital Funding, L.P., a Delaware Limited Partnership, having an address of 701 Edgewater Drive, Suite 130, Wakefield, MA 01880, USA (the "Secured Party").

WHEREAS, the Grantor has entered into a certain Note Purchase Agreement with the Secured Party dated as of the      day of December, 2014 (the "Note Agreement");

WHEREAS, as a condition of the Note Agreement, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the      day of December, 2014, made by the Grantor to the Secured Party (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Confirmatory Grant, for recording with national, federal and state government authorities, including, but not limited to the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby confirms its pledge and grant to the Secured Party of security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
  - a. the trademark registration set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademark"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - b. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Confirmatory Grant upon request by the Secured Party.
3. Loan Documents. This Confirmatory Grant has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Note Agreement, the Security Agreement and related documents, and nothing in this Confirmatory Grant shall be deemed to limit such rights and remedies.
4. Successors and Assigns; Governing Law. This Confirmatory Grant will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT GIVING EFFECT TO ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS. THE PARTIES SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Confirmatory Grant has been executed and delivered under seal as of the date first written above.

**GRANTOR:**

ConvenientMD LLC

By: 

Name: Gareth Dickens

Title: Co-Chief Executive Officer

**SECURED PARTY:**

Prides Crossing Capital Funding, L.P.

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

Name: Karen E. Liesching

Its: Manager

IN WITNESS WHEREOF, this Confirmatory Grant has been executed and delivered under seal as of the date first written above.

**GRANTOR:**

ConvenientMD LLC

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

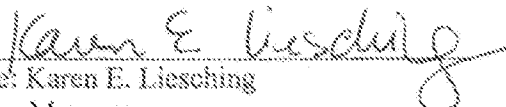
Name: Gareth Dickens

Title: Co-Chief Executive Officer

**SECURED PARTY:**

Prides Crossing Capital Funding, L.P.

By: Prides Crossing Capital GP, LLC, its General Partner

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

Name: Karen E. Liesching

Its: Manager

SCHEDULE A

COUNTRY	MARK	REG. NO.	REG. DATE
United States	CONVENIENTMD	4,299,118	March 5, 2013