

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHTEACHER, INC.		02/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GEFINOR CAPITAL MANAGEMENT, INC.		
Street Address:	375 Park Avenue, Suite 3607		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4318822	AWESOME UPSTANDER	
Registration Number:	4314836	GONOODLE	
Registration Number:	4286918	HEALTHTEACHER	
Serial Number:	85557326	BE AWESOME	
Serial Number:	85553134	BE AWESOME	
Serial Number:	85510167	THRYVE	
Registration Number:	4393658	SEND HEALTH HOME	
Serial Number:	85683803	MAKE HEALTH AWESOME	
Serial Number:	85683801	WE MAKE HEALTH AWESOME	
Registration Number:	4227670	IARTHEALTH	
Registration Number:	3803051	SOHEALTHY CHALLENGE	
Registration Number:	3388591	HEALTHTEACHER	
Registration Number:	2468591	HEALTHTEACHER	
CORRESPONDENCE DATA			
Fax Number:	2129318521		
<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:	2125098800		
Email:	info@byrnepoh.com		

CH \$340.00 4318822

Correspondent Name: Matthew Byrne
Address Line 1: 11 Broadway, Ste 1115
Address Line 2: Byrne Poh LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 0705061.122:000

NAME OF SUBMITTER: Matthew T Byrne

SIGNATURE: /Matthew T Byrne/

DATE SIGNED: 02/06/2015

Total Attachments: 7

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THE SECURITY INTERESTS GRANTED PURSUANT HERETO ARE SUBJECT AND SUBORDINATE TO THE SECURITY INTERESTS GRANTED TO SQUARE 1 BANK TO THE EXTENT, IN THE MANNER AND ON THE TERMS SET FORTH IN THE SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 6, 2015 AMONG SQUARE 1 BANK, THE PURCHASERS, THE AGENT AND THE COMPANY (AS SUCH TERMS ARE DEFINED BELOW).

Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 6, 2015 by and between GEFINOR CAPITAL MANAGEMENT, INC. as agent for the Purchasers referred to below ("Agent"), and HEALTHTEACHER, INC., a Delaware corporation (the "Company").

RECITALS

A. Concurrently with the execution and delivery hereof, the Company is entering into a Note and Warrant Purchase Agreement dated as of the date hereof with the Agent and the Purchasers named therein (the "Purchasers"), pursuant to which among other things the Purchasers are purchasing certain secured notes (the "Notes") of the Company (such Note and Warrant Purchase Agreement, as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement").

B. One of the conditions to the purchase of the Notes is that the Company grant to Agent a security interest in its Intellectual Property, including without limitation copyrights, Trademarks and Patents, to secure the obligations of the Company under the Purchase Agreement and the other "Purchaser Documents" as defined therein.

C. Pursuant to the terms of a general Security Agreement in the form of Exhibit D-1 to the Purchase Agreement (the "General Security Agreement"), the Company is granting or has granted to Agent a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. Capitalized terms used herein and not otherwise defined herein have the meanings given thereto in the General Security Agreement or, if not defined therein, the meanings given thereto in the Purchase Agreement.

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 Purchaser Documents and all other agreements now existing or hereafter arising between the Company and Agent, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Agent and the Purchasers, the Company grants and pledges to Agent a security interest in all of the Company's right, title and interest in, to and under its Intellectual Property (including without limitation the 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 Agent under the General Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the General Security Agreement and the other Purchaser Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the General Security Agreement or any of the other Purchaser 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the General Security Agreement or any of the other Purchaser Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[signature page follows]


IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

<p><u>Address:</u></p> <p>209 10th Ave. South, Suite 350 Nashville, TN 37203 Attn: Scott McQuigg, Chief Executive Officer Tel: <u>800.514.1362</u> Fax: <u>615.724.0688</u> e-mail : <u>scott.mcquigg@healthteacher.com</u></p>	<p><u>Company:</u></p> <p>HEALTHTEACHER, INC.</p> <p>By:  Scott McQuigg, Chief Executive Officer</p>
<p><u>Address:</u></p> <p>Gefinor Capital Management, Inc. 375 Park Avenue, Suite 3607 New York, NY 10178 Attn: William J. Beckett Christopher F. Davis</p> <p>Tel: (212) 308-3402 (W. Beckett) Tel: (212) 308-3403 (C. Davis) Fax: (212) 308-1182 e-mail: <u>wbeckett@gefinor.com</u> <u>cdavis@gefinor.com</u></p>	<p><u>Agent:</u></p> <p>GEFINOR CAPITAL MANAGEMENT, INC., as Agent</p> <p>By: _____ Christopher F. Davis, Vice President</p>

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005454 FRAME: 0668

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

<p><u>Address:</u></p> <p>209 10th Ave. South, Suite 350 Nashville, TN 37203 Attn: Scott McQuigg, Chief Executive Officer Tel: _____ Fax: _____ e-mail : scott.mcquigg@healthteacher.com</p>	<p><u>Company:</u></p> <p>HEALTHTEACHER, INC.</p> <p>By: _____ Scott McQuigg, Chief Executive Officer</p>
<p><u>Address:</u></p> <p>Gefinor Capital Management, Inc. 375 Park Avenue, Suite 3607 New York, NY 10178 Attn: William J. Beckett Christopher F. Davis</p> <p>Tel: (212) 308-3402 (W. Beckett) Tel: (212) 308-3403 (C. Davis) Fax: (212) 308-1182 e-mail: wbeckett@gefinor.com cdavis@gefinor.com</p>	<p><u>Agent:</u></p> <p>GEFINOR CAPITAL MANAGEMENT, INC., as Agent</p> <p>By:  Christopher F. Davis, Vice President</p>

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

NONE

EXHIBIT B

PATENTS

NONE

EXHIBIT C
TRADEMARKS

Description	Application or Registration Number	Application or Registration Date
AWESOME UPSTANDER	4318822	4-9-2013
GONOODLE	4314836	4-2-2013
HEALTHTEACHER	4286918	2-5-2013
BE AWESOME	85557326	3-1-2012
BE AWESOME	85553134	2-27-2012
THRYVE	85510167	1-6-2012
SEND HEALTH HOME	4393658	6-8-2012
MAKE HEALTH AWESOME	85683803	7-23-2012
WE MAKE HEALTH AWESOME	85683801	7-23-2012
IARTHEALTH	4227670	10-16-2012
SOHEALTHY CHALLENGE	3803051	6-15-2010
HEALTHTEACHER	3388591	2-26-2008
HEALTHTEACHER	2468591	7-10-2001