

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

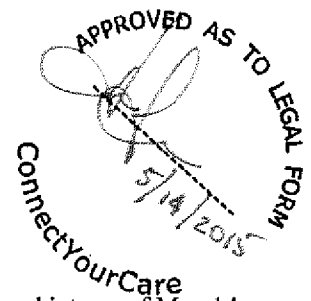
ETAS ID: TM341628

<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>
CONNECTYOURCARE, LLC		05/14/2015	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86327723	C CONNECTYOURCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1554 CYC		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	05/18/2015		
<b>Total Attachments: 6</b>			
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**SECOND AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**



This Second Amended and Restated Intellectual Property Security Agreement is entered into as of May 14, 2015 by and between **COMERICA BANK** ("Bank") and **CONNECTYOURCARE, LLC**, a Maryland limited liability company ("Grantor") and amends and restates in its entirety that certain Amended and Restated Intellectual Property Security Agreement dated September 14, 2012 between Bank and Grantor.

**RECITALS**

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

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its obligations under the Loan Agreement and under any other Loan Document (as defined in the Loan Agreement) now existing or hereafter arising between Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of 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.

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

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

**GRANTOR:**

Address of Grantor:

307 International Circle  
Hunt Valley, MD 21030

Attn:

**CONNECTYOURCARE, LLC**

By: [Signature]  
Title: CEO

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**

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

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

**GRANTOR:**

Address of Grantor:

**CONNECTYOURCARE, LLC**

307 International Circle  
Hunt Valley, MD 21030

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


Attn:

**BANK:**

Address of Bank:

**COMERICA BANK**

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

By:  \_\_\_\_\_  
Title: SVP \_\_\_\_\_

Attn: Livonia Operations Center

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Methods and Systems for Electronic Script Usage*	13/324,228	12/13/11
Methods and Systems for Processing Tax Advantaged Account Claims*	13/226,304	09/06/11

**\*Abandoned**

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
HSA ON DEMAND	85/417,475	09/08/11
PRIVATE LABEL EXPRESS*	3,539,836	12/02/08
CYC MARKETCONNECT*	3,539,835	12/02/08
WELLNESS = WEALTH	3,516,095	10/14/08
FSA FIRST*	3,539,834	12/02/08
CDH EXPRESS	3,516,094	10/14/08
CDH EXCELERATE*	3,516,093	10/14/08
CDH READY*	3,516,092	10/14/08
HSA EXPRESS	3,519,807	10/14/08
CONNECT YOUR CARE & Design*	3,542,609	10/21/08
CONNECTYOURCARE	3,542,604	12/09/08
HEALTHIEST VERSION OF YOU	Unregistered	Unregistered
C CONNECTYOUR CARE (Word Mark)	86/327,723	07/03/14

\*Lapsed