

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341969

<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>
HC1.COM INC.		05/18/2015	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NWS Holdings, LLC		
<b>Street Address:</b>	733 S. West Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46225		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85937742	HC1 CONNECT	
<b>Registration Number:</b>	4562522	HC1 CONNECT	
<b>Registration Number:</b>	4520427	HC1 ACADEMY	
<b>Registration Number:</b>	4520428	HC1 ACADEMY	
<b>Registration Number:</b>	4611578	HEALTHCARE RELATIONSHIP CLOUD	
<b>Registration Number:</b>	4044988	HC1.COM	
<b>Registration Number:</b>	4197979	CHAINBUILDER	
<b>Registration Number:</b>	4224692	BOSTECH	
<b>Registration Number:</b>	4361476	HC1	
<b>Registration Number:</b>	4387071	HC1 APPS	
<b>Registration Number:</b>	2605699	CHAINBUILDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172230362		
<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>	317-684-5362		
<b>Email:</b>	trademark@boselaw.com		
<b>Correspondent Name:</b>	Jennifer L. Day, Bose McKinney & Evans		
<b>Address Line 1:</b>	111 Monument Circle		
<b>Address Line 2:</b>	Suite 2700		

OP \$290.00 85937742

**Address Line 4:** Indianapolis, INDIANA 46204

**ATTORNEY DOCKET NUMBER:** 24122-0004

**NAME OF SUBMITTER:** Jennifer L. Day

**SIGNATURE:** /Jennifer L. Day/

**DATE SIGNED:** 05/20/2015

**Total Attachments: 12**

source=IP Security Agreement#page1.tif  
source=IP Security Agreement#page2.tif  
source=IP Security Agreement#page3.tif  
source=IP Security Agreement#page4.tif  
source=IP Security Agreement#page5.tif  
source=IP Security Agreement#page6.tif  
source=IP Security Agreement#page7.tif  
source=IP Security Agreement#page8.tif  
source=IP Security Agreement#page9.tif  
source=IP Security Agreement#page10.tif  
source=IP Security Agreement#page11.tif  
source=IP Security Agreement#page12.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into as of May 18, 2015 (the “**Effective Date**”) by and between NWS HOLDINGS, LLC (“**NWSH**”) and HC1.COM INC., an Indiana corporation (“**Grantor**”).

### RECITALS

A. NWSH has agreed to make certain loans to Grantor in the amounts and manner set forth in that certain Secured Promissory Note by and between NWSH and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Note**”) and that certain Security Agreement by and between NWSH and Grantor dated the Effective Date (the “**Security Agreement**” and, together with the Note and this Agreement, the “**Loan Agreement**”). NWSH is willing to make the loans to Grantor, but only upon the condition, among others, that Grantor shall grant to NWSH a security interest in the Intellectual Property Collateral, including without limitation, the Copyrights, Trademarks, Patents, and Mask Works (as each term is described below), to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to NWSH 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 Pledged Collateral, including, without limitation, the Intellectual Property 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to NWSH a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any and all trademark, service mark, trade name, trade dress, design and logo rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, trade secrets, computer software, computer software products, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by NWSH.

3. Loan Documents. This Agreement 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 NWSH with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used in this Agreement and not defined in this Agreement shall have the meanings assigned to such terms in the Security Agreement.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[Signature page follows.]

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:

HC1.COM INC.

By: Chris Brown  
By: Chris Brown  
Title: COO

NWSH:

NWS Holdings, LLC

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

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:

HCI.COM INC.

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

By:

Title:

NWSH:

NWS Holdings, LLC

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

By: John Baker

Title: Secretary/COO

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None





EXHIBIT B

Patents

Serial Number	Filing	Dated Filed	Status
61/972,040	Provisional Patent	March 28, 2014	Pending
61/019,181	Provisional Patent	June 30, 2014	Pending
62/106,833	Provisional Patent	January 23, 2015	Pending
PCT/US15/22408	Non-provisional Patent (Provisional Patent Applications: 61/972,040 and 62/106,833)	March 25, 2015	Pending

EXHIBIT C

Trademarks

TM/SN/RN/Disclaimer	Full Goods/Services	Status
<p>HC1 CONNECT (Stylized)</p>  <p>SN:85-937742</p>	<p>(Int'l Class: 42) Providing internet based data capture services that enable the exchange of information via a wizard-based healthcare connectivity and information exchange system, enabling unidirectional data exchange regardless of data format or communications protocol required by any data source</p>	<p>Pending</p>
<p>HC1 CONNECT</p> <p>HC1 CONNECT</p> <p>SN:85-936452</p> <p>RN: 4,562,522</p>	<p>(Int'l Class: 42) Providing internet based data capture services that enable the exchange of information via a wizard-based healthcare connectivity and information exchange system, enabling unidirectional data exchange regardless of data format or communications protocol required by any data source</p>	<p>Registered</p>
<p>HC1 ACADEMY and Design</p>  <p>SN:85-935495</p> <p>RN: 4,520,427</p> <p>Disclaimer: "ACADEMY"</p>	<p>(Int'l Class: 41) Educational services, namely, providing web-based and classroom training for others in the use of software</p>	<p>Registered</p>
<p>HC1 ACADEMY</p> <p>HC1 ACADEMY</p> <p>SN:85-935558</p> <p>RN: 4,520,428</p> <p>Disclaimer: "ACADEMY"</p>	<p>(Int'l Class: 41) Educational services, namely, providing web-based and classroom training for others in the use of software</p>	<p>Registered</p>
<p>HEALTHCARE</p>	<p>(Int'l Class: 42) Computer services, namely, Software as a Service (SaaS) services providing on-line</p>	<p>Registered</p>

TM/SN/RN/Disclaimer	Full Goods/Services	Status
RELATIONSHIP CLOUD SN:86-163312 RN: 4,611,578	nondownloadable software for management, analysis, and reporting of data in the field of healthcare	
HC1.COM  <b>HC1.COM</b>  SN:85-278536 RN:4,044,988	(Int'l Class: 42) Providing on-line non-downloadable software for management, analysis, and reporting of data in the field of healthcare, for communicating among professionals in the field of healthcare, and for customizing computer application user interfaces; and computer services, namely, designing, developing, and maintaining computer software applications for others and consulting services related thereto	Registered
CHAINBUILDER  <b>CHAINBUILDER</b>  SN:85-516669 RN:4,197,979	(Int'l Class: 42) Software as a service (saas) services featuring software for allowing disparate applications and backend systems to transfer data by translating message types, formats, and using different protocols to send messages and software for providing message communication, message parsing/creation, data translation/mapping, recoverability of messages, routing messages, and guaranteed delivery of messages between systems; and computer services, namely, designing, developing, and maintaining computer software applications for others and consulting services related thereto	Registered
BOSTECH  <b>BOSTECH</b>  SN:85-514557 RN:4,224,692	(Int'l Class: 9) Computer software for management, analysis, and reporting of data, and for customizing computer application user interfaces (Int'l Class: 42) Software as a service (saas) services featuring software for management, analysis, and reporting of data, and for customizing computer application user interfaces; and computer services, namely, designing, developing, and maintaining computer software applications for others and consulting services related thereto	Registered
HC1  <b>HC1</b>  SN:85-783737	(Int'l Class: 42) Software as a service (saas) services providing on-line non-downloadable software and applications for management, analysis, and reporting of data, business analytics and business intelligence in the field of healthcare, for communicating among professionals in the	Registered

TM/SN/RN/Disclaimer	Full Goods/Services	Status
RN:4,361,476	field of healthcare, and for customizing computer application user interfaces; and computer services, namely, designing, developing, and maintaining computer software applications for others and consulting services related thereto	
HC1 APPS  <b>HC1 APPS</b>  SN:85-769836 RN:4,387,071 Disclaimer: "APPS"	(Int'l Class: 42) Software as a service (saas) services, namely, hosting software for use by others for use in managing, developing, analyzing, and maintaining applications in the fields of customer relationship management, business intelligence, customer service, call center management, data integration and analytics, operations management, and integration of third party applications within the health care industry; platform as a service (paas) services featuring computer software platforms for developing, analyzing, and maintaining applications in the fields of customer relationship management, business intelligence, customer service, call center management, data integration and analytics, operations management, and integration of third party applications within the health care industry and consulting with others in the development of applications related thereto	Registered
CHAINBUILDER  SN:76-168596 RN:2,605,699	(Int'l Class: 9) Software for allowing disparate applications and back-end systems to transfer data by translating message types, formats, and using different protocols to send messages and software for providing message communication, message parsing/creation, data translation/mapping, recoverability of messages, routing messages, and guaranteed delivery of messages between systems	Renewed
HEALTHCARE RELATIONSHIP MANAGEMENT  HEALTHCARE RELATIONSHIP MANAGEMENT  SN:85-280246 Disclaimer: "HEALTHCARE"	(Int'l Class: 42) Providing on-line non-downloadable software for management, analysis, and reporting of data in the field of healthcare, for managing a healthcare organization's interactions with, and between, professionals in the field of healthcare, patients, and prospective patients, for communicating among professionals in the field of healthcare and across facilities, and for customizing computer application user interfaces; and	Abandoned

TM/SN/RN/Disclaimer	Full Goods/Services	Status
	consulting services in the field of computer-based information systems for businesses	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None