

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348476

| | | | |
|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Assurex Health, Inc. | FORMERLY AssureRx Health, Inc. | 07/17/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Agent | | |
| Street Address: | Two Bethesda Metro Center, Suite 600 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4517481 | HELPING PEOPLE RECLAIM THEIR LIVES | |
| Registration Number: | 4540787 | CLINICAL DECISIONS GENETICALLY INFORMED | |
| Registration Number: | 4558453 | | |
| Registration Number: | 4550342 | REALIZING THE CLINICAL PROMISE OF GENOMI | |
| Registration Number: | 4639345 | ASSUREX | |
| Registration Number: | 4742168 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725135 | | |
| <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: | 404-572-3493 | | |
| Email: | kosborne@kslaw.com | | |
| Correspondent Name: | Karen Osborne, Senior Paralegal | | |
| Address Line 1: | 1180 Peachtree Street, N.E. | | |
| Address Line 2: | King & Spalding LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 09642.015064 | | |
| NAME OF SUBMITTER: | Karen Osborne | | |
| SIGNATURE: | //Karen Osborne// | | |

CH \$165.00 4517481

| | |
|---------------------|------------|
| DATE SIGNED: | 07/17/2015 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2015, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of General Electric Capital Corporation (“*GE Capital*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders (as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated as of July 17, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Loan and Security Agreement*”), among Assurex Health, Inc. (f/k/a AssureRx Health, Inc.) (“*Borrower*”), the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make Loans to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Loan and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement, and to induce the Lenders to make the Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all rights, title and interests arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business of such Grantor connected with the use thereof, all registrations and recordations thereof, all foreign counterparts thereto, all applications in connection therewith and any other ancillary rights thereto (“*Trademarks*”) including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding the foregoing no “intent-to-use” Trademark applications for such a statement of use that has not been filed and accepted with the United States Patent and Trademark

Office shall be included in the definition of "Trademark Collateral"; provided, further, that upon such filing, such "intent-to-use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

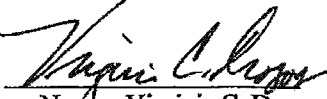
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

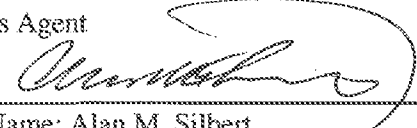
Very truly yours,

ASSUREX HEALTH, INC., as Grantor

By: 
Name: Virginia C. Drosos
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Alan M. Silbert
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Mark</u> | <u>Owner</u> | <u>Registration Number</u> | <u>Serial Date</u> |
|--|----------------------|----------------------------|--------------------|
| Helping People Reclaim Their Lives | Assurex Health, Inc. | 4517481 | 8/12/13 |
| Clinical Decisions Genetically Informed | Assurex Health, Inc. | 4540787 | 4/15/13 |
| Design mark | Assurex Health, Inc. | 4558453 | 4/15/13 |
| Realizing the Clinical Promise of Genomics | Assurex Health, Inc. | 4550342 | 5/10/13 |
| Assurex | Assurex Health, Inc. | 4639345 | 5/10/13 |
| Design Mark | Assurex Health, Inc. | 4742168 | 5/8/14 |

2. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Owner</u> | <u>Application Number</u> | <u>Serial Date</u> |
|-------------|--------------|---------------------------|--------------------|
|-------------|--------------|---------------------------|--------------------|

None.