

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360576

<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>
INTERNATIONAL MEDICAL GROUP, INC.		10/30/2015	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT		
<b>Street Address:</b>	30 SOUTH WACKER DRIVE, SUITE 3700		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4803288	GLOBEHOPPER	
<b>Registration Number:</b>	4399010	IMG INTERNATIONAL MEDICAL GROUP MARINE	
<b>Registration Number:</b>	3369290	MP+INTERNATIONAL	
<b>Registration Number:</b>	3321112	LARGE COMPANY RESOURCES, SMALL COMPANY A	
<b>Registration Number:</b>	3230705	PASSPORT PROTECTION PLUS	
<b>Registration Number:</b>	3330530	PATRIOT T.R.I.P.	
<b>Registration Number:</b>	2935912	GLOBAL MISSION BASIC	
<b>Registration Number:</b>	2988317	GLOBAL BASIC INSURANCE	
<b>Registration Number:</b>	3099673	GLOBALSELECT	
<b>Registration Number:</b>	3107697	HEADSTART	
<b>Registration Number:</b>	2934317	YOURSHARE	
<b>Registration Number:</b>	2934318	YOUR\$HARE	
<b>Registration Number:</b>	2972960	SELECTAPLAN	
<b>Registration Number:</b>	2983851	VISITORS CARE	
<b>Registration Number:</b>	2822518	PATRIOT	
<b>Registration Number:</b>	2822517	PATRIOT INTERNATIONAL	
<b>Registration Number:</b>	2822519	PATRIOT AMERICA	
<b>Registration Number:</b>	2822520	PATRIOT GROUP TRAVEL MEDICAL INSURANCE	
<b>Registration Number:</b>	2777285	PATRIOT EXECUTIVE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	2875995	GLOBAL MEDICAL INSURANCE
Registration Number:	2633180	INSURANCE WITHOUT BOUNDARIES
Registration Number:	2682526	GLOBAL SENIOR PLAN
Registration Number:	2806145	PATRIOT TRAVEL MEDICAL INSURANCE
Registration Number:	2627593	GLOBAL PEACE OF MIND
Registration Number:	2506938	COVERAGE WITHOUT BOUNDARIES.
Registration Number:	2529664	EUROGLOBAL MEDICAL INSURANCE
Registration Number:	2515031	EUROGLOBAL
Registration Number:	2620106	INTERNATIONAL MEDICAL GROUP
Registration Number:	2661719	IMG
Registration Number:	2697088	I M G INTERNATIONAL MEDICAL GROUP
Registration Number:	2623591	IMG
Registration Number:	2506679	EUROGLOBAL
Registration Number:	3105429	GLOBAL CREW MEDICAL INSURANCE
Registration Number:	2522115	EUROGLOBAL MEDICAL INSURANCE
Registration Number:	2270717	IMGGLOBAL
Registration Number:	2369821	MISSION + PLUS INTERNATIONAL
Serial Number:	86402352	

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 312.577.8574

**Email:** humberto.aquino@kattenlaw.com

**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN

**Address Line 1:** 525 WEST MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	386409-00024
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	10/30/2015

**Total Attachments: 6**

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- source=Trademark Security Agreement - IMG#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 30, 2015, by International Medical Group, Inc., an Indiana corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, as the Borrower, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of October 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 30, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, including all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or resulting in the voiding, of such application or any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use Trademark applications until such time, if any, as a “Statement of Use” or “Amendment to Allege Use” with respect to such Trademarks is filed and accepted, whereupon such acceptance, such Trademark applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INTERNATIONAL MEDICAL GROUP,  
INC., an Indiana corporation, as Grantor

By:   
Name: R. Brian Barwick  
Title: President & CEO

Agreed and accepted as of  
the date first written above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By: 

Name: Jason Schryver

Title: Director

## SCHEDULE A

### Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
GLOBEHOPPER	86504716	1/15/15	4803288	9/1/15
Design Only	86402352	9/22/14	N/A	N/A
IMG INTERNATIONAL MEDICAL GROUP MARINE	85781041	11/16/12	4399010	9/10/13
MP+INTERNATIONAL	78826611	3/1/06	3369290	1/15/08
LARGE COMPANY RESOURCES, SMALL COMPANY ATTITUDE	78805835	2/2/06	3321112	10/23/07
PASSPORT PROTECTION PLUS	78492335	9/30/04	3230705	4/17/07
PATRIOT T.R.I.P.	78381403	3/10/04	3330530	11/6/07
GLOBAL MISSION BASIC	76580365	3/10/04	2935912	3/29/05
GLOBAL BASIC INSURANCE	76580364	3/10/04	2988317	8/23/05
GLOBALSELECT	76580362	3/10/04	3099673	6/06/06
HEADSTART	78381407	3/10/04	3107697	6/20/06
YOURSHARE	76483606	1/21/03	2934317	3/22/05
YOUR\$HARE	76483607	1/21/03	2934318	3/22/05
SELECTAPLAN	78204408	1/17/03	2972960	7/19/05
VISITORS CARE	78204399	1/17/03	2983851	8/9/05
PATRIOT	76469771	11/26/02	2822518	3/16/04
PATRIOT INTERNATIONAL	76469770	11/26/02	2822517	3/16/04
PATRIOT AMERICA	76469772	11/26/02	2822519	3/16/04
PATRIOT GROUP TRAVEL MEDICAL INSURANCE	76469774	11/26/02	2822520	3/16/04
PATRIOT EXECUTIVE	76316697	9/25/01	2777285	10/28/03
GLOBAL MEDICAL INSURANCE	76268239	6/7/01	2875995	8/24/04
INSURANCE WITHOUT BOUNDARIES	76256447	5/14/01	2633180	10/8/02
GLOBAL SENIOR PLAN	76232473	3/29/01	2682526	2/4/03
PATRIOT TRAVEL MEDICAL INSURANCE	76232718	3/29/01	2806145	1/20/04
GLOBAL PEACE OF MIND	76208381	2/8/01	2627593	10/1/02
COVERAGE WITHOUT BOUNDARIES.	76208006	2/8/01	2506938	11/13/01
EUROGLOBAL MEDICAL INSURANCE	76188236	1/2/01	2529664	1/15/02
EUROGLOBAL	76186733	12/27/00	2515031	12/4/01

Mark	Application No.	Application Date	Registration No.	Registration Date
INTERNATIONAL MEDICAL GROUP	76186778	12/27/00	2620106	9/17/02
IMG	76186786	12/27/00	2661719	12/17/02
I M G INTERNATIONAL MEDICAL GROUP	76186732	12/27/00	2697088	3/18/03
IMG	76186787	12/27/00	2623591	9/24/02
EUROGLOBAL	76186104	11/13/01	2506679	11/13/01
GLOBAL CREW MEDICAL INSURANCE	76185445	12/22/00	3105429	6/20/06
EUROGLOBAL MEDICAL INSURANCE	76114923	8/22/00	2522115	12/25/01
IMGLOBAL	75516034	7/09/98	2270717	8/17/99
MISSION + PLUS INTERNATIONAL	75452408	3/18/98	2369821	7/25/00