

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HC1.COM INC.		10/16/2015	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	SCM Specialty Finance Opportunities Fund, L.P.		
Street Address:	2 Greenwich Plaza, 1st Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4562522	HC1 CONNECT	
Registration Number:	4520427	HC1 ACADEMY	
Registration Number:	4520428	HC1 ACADEMY	
Registration Number:	4611578	HEALTHCARE RELATIONSHIP CLOUD	
Registration Number:	4044988	HC1.COM	
Registration Number:	4197979	CHAINBUILDER	
Registration Number:	4224692	BOSTECH	
Registration Number:	4361476	HC1	
Registration Number:	4387071	HC1 APPS	
Registration Number:	2605699	CHAINBUILDER	
Serial Number:	85937742	HC1 CONNECT	
Serial Number:	86634091	HC1 ACTION ASSISTANT	
Serial Number:	86699969	PERSONALIZING THE HEALTHCARE EXPERIENCE	
Serial Number:	85280246	HEALTHCARE RELATIONSHIP MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		

CH \$365.00 4562522

Email: tapatterson@duanemorris.com
Correspondent Name: Michael A. Witt
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: G3175-00003

NAME OF SUBMITTER: Michael A. Witt

SIGNATURE: /Michael A. Witt/

DATE SIGNED: 11/04/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of October 16, 2015 is made by and between HC1.COM INC., an Indiana corporation (“**Grantor**”), in favor of SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“**Lender**”).

RECITALS:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Grantor and Lender, Lender has agreed to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Capitalized Terms. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Obligations, Grantor hereby confirms the grant in the Credit Agreement to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “**USPTO**”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “**Lanham Act**”) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act.

3. Representation and Warranty. Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name, other than intent-to-use Trademarks.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash, Grantor shall register or apply for registration of Intellectual Property of which Grantor has not previously informed Lender, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 6.8 of the Credit Agreement (and the notice requirement set forth therein). Each Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. If any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the terms of the Credit Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and permitted assigns; provided, however, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without

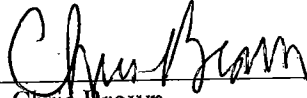
regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

HC1.COM INC., an Indiana corporation

By:  _____
Name: Chris Brown
Title: COO, Secretary and Treasurer

Agreed and Accepted:

**SCM SPECIALTY FINANCE OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership

By: CNH Partners, LLC, a Delaware limited liability
company, its Investment Manager



By: 
Name: Bradley D. Asriess
Title: Principal & Chief Legal Officer
CNH Partners, LLC

EXHIBIT A

Patents

Patent	Serial No.	Filing Date	Status
Provisional Patent	61/972,040	03/28/2014	Pending
Provisional Patent	62/019,181	06/30/2014	Pending
Provisional Patent	62/106,833	01/23/2015	Pending
Non-provisional Patent (Provisional Patent Applications: 61/972,040 and 62/106,833)	PCT/US15/22408	03/25/2015	Pending
Non-provisional Patent (Provisional Patent Application: 61/019,181)	PCT/US15/38438	06/30/2015	Pending

Trademarks

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
HCI CONNECT HCI CONNECT	85-936452	05/20/2013	4,562,522	07/08/2014
HCI ACADEMY and Design 	85-935495	05/17/2013	4,520,427	04/29/2014
HCI ACADEMY HCI ACADEMY	85-935558	05/17/2013	4,520,428	04/29/2014
HEALTHCARE RELATIONSHIP CLOUD	86-163312	01/12/2014	4,611,578	09/23/2014
HCI.COM HCI.COM	85-278536	03/28/2011	4,044,988	10/25/2011
CHAINBUILDER CHAINBUILDER	85-516669	01/13/2012	4,197,979	08/28/2012
BOSTECH	85-514557	01/11/2012	4,224,692	10/16/2012

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
BOSTECH				
HCI HCI	85-783737	11/20/2012	4,361,476	07/02/2013
HCI APPS HCI APPS	85-769836	11/02/2012	4,387,071	08/20/2013
CHAINBUILDER	76-168596	11/20/2000	2,605,699	08/06/2012
HCI CONNECT (Stylized) hci Connect	85-937742	05/12/2013		
HCI ACTION ASSISTANT	86-634091	05/19/2015		
PERSONALIZING THE HEALTHCARE EXPERIENCE	86-699969	07/21/2015		
HEALTHCARE RELATIONSHIP MANAGEMENT HEALTHCARE RELATIONSHIP MANAGEMENT	85-280246	03/29/2011		