

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TZ CANCINS, LLC		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY, AS AGENT		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4612702	CANCERPLANS.COM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F159363		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	11/09/2015		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the “Agreement”), dated as of November 6, 2015, is made by and between **TZ CANCINS, LLC**, a Delaware limited liability company (“Company”) and **THE PRIVATEBANK AND TRUST COMPANY**, as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth in the Credit Agreement) certain Affiliates of the Lenders (in such capacity, the “Agent”).

Recitals

A. The Company, the Agent and the Lenders, among others, are parties to a Second Amended and Restated Credit Agreement (as amended, supplemented or restated from time to time, the “Credit Agreement”) dated as of September 1, 2015, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of MG LLC (the “Borrower”).

B. WHEREAS, pursuant to the First Amendment and Joinder to Second Amended and Restated Credit Agreement, dated as of the date hereof, and Joinder to Amended and Restated Guaranty and Collateral Agreement, dated as of the date hereof, the Company joined the Credit Agreement and the Guaranty and Collateral Agreement (as defined in the Credit Agreement) pursuant to which the Company is required to execute and deliver this Agreement to Agent for the ratable benefit of all Lenders.

C. ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to, Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit Agreement and Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrower or the Company to evidence and record the release of the Lien on the Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

TZCANCINS, LLC

By: 

Name: David R. Graf

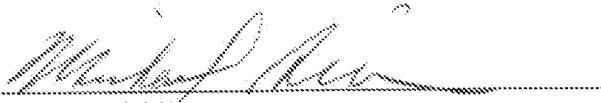
Title: President and Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK

REEL: 005663 FRAME: 0628

THE PRIVATEBANK AND TRUST COMPANY

By: 

Name: Michael Silverman

Title: Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005663 FRAME: 0629

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS


None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Owner	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
TZ CANSINS, LLC	CANCERPLANS.COM (WHICH INCLUDES THE LOGO OF A STYLIZED PERSON IN FRONT OF RADIATING LIGHT RAYS IN A GLOBE) 	86/130,016	4,612,702	11/26/2013	09/30/2014

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

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