

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373818

|   |   |  |                       |
|---|---|--|-----------------------|
| <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>    |
| HIMS CONSULTING GROUP, INC.   |   | 02/19/2016                               | CORPORATION: COLORADO |
| <b>RECEIVING PARTY DATA</b>   |   |  |                       |
| <b>Name:</b>  | SUNTRUST BANK, as Administrative Agent  |  |                       |
| <b>Street Address:</b>  | 211 Perimeter Center Parkway, Suite 100 |  |                       |
| <b>City:</b>  | ATLANTA                                 |  |                       |
| <b>State/Country:</b>   | GEORGIA                                 |  |                       |
| <b>Postal Code:</b>   | 30346                                   |  |                       |
| <b>Entity Type:</b>   | CORPORATION: GEORGIA                    |  |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |  |                       |
| <b>Property Type</b>  | <b>Number</b>                           | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>   | 3913665                                 | I HIMS CONSULTING GROUP HEALTH INFORMATI |                       |
| <b>CORRESPONDENCE DATA</b>  |   |  |                       |
| <b>Fax Number:</b>  | 4045725100                              |  |                       |
| <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>   | 4045723408                              |  |                       |
| <b>Email:</b>   | mramic@kslaw.com                        |  |                       |
| <b>Correspondent Name:</b>  | Mia Ramic King and Spalding             |  |                       |
| <b>Address Line 1:</b>  | 1180 Peachtree Street NE                |  |                       |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30309                  |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 52990.515009                            |  |                       |
| <b>NAME OF SUBMITTER:</b>   | Mia Ramic                               |  |                       |
| <b>SIGNATURE:</b>   | /Mia Ramic/                             |  |                       |
| <b>DATE SIGNED:</b>   | 02/19/2016                              |  |                       |
| <b>Total Attachments: 5</b>   |   |  |                       |
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of February 19, 2016 (this "Security Agreement"), is made by HIMS CONSULTING GROUP, INC, a Colorado corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, HCTec Corporation, a Tennessee corporation (the "Borrower"), HCTec, Inc., a Delaware corporation ("Holdings"), the lenders from time to time parties thereto (the "Lenders"), and the Administrative Agent have entered into an Amended and Restated Credit Agreement, dated as of February 19, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, Holdings, the Borrower and certain of its subsidiaries, and the Grantor have entered into that certain Amended and Restated Collateral Agreement, dated as of February 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement); and

**WHEREAS**, the Collateral Agreement requires the Grantor to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement) of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;
- (ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing;
- (iii) all U.S. domestic rights corresponding to any of the foregoing (including the goodwill);
- (iv) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past, present or future infringements of any of the foregoing; and
- (v) the right to sue for past, present or future infringements of any of the foregoing;

provided that Trademark Collateral shall not include any intent-to-use (or similar) Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only 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 such intent-to-use Trademark applications under applicable federal law.

**Section 3** **Collateral Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Collateral Agreement (or any portion hereof or thereof), the terms of the Collateral Agreement shall prevail.

**Section 4** **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5** **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

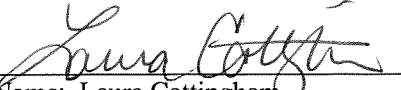
**Section 6** **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7** **Governing Law.** THIS SECURITY 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 SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Signature pages follow]*

IN WITNESS WHEREOF, the 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.

**HIMS CONSULTING GROUP, INC**

By: 

Name: Laura Cottingham

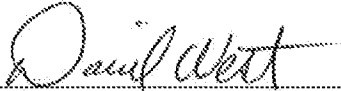
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK, as Administrative Agent**

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

Name: David West


Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005735 FRAME: 0850**

Trademarks

I. REGISTERED TRADEMARKS

| REGISTERED OWNER           | REG. NO. / REG. DATE       | TRADEMARK   |
|----------------------------|----------------------------|---|
| HIMS Consulting Group, Inc | 3913665 / February 1, 2011 | <p><b>HIMS CONSULTING GROUP HEALTH INFORMATICS SPECIALISTS</b></p>  |

II. TRADEMARK APPLICATIONS

None