

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinical Ink, Inc.		03/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Solar Capital Ltd., as Collateral Agent		
Street Address:	500 Park Avenue, 3rd Floor		
Internal Address:	Attn: Anthony Storino		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4867901	CENTROSHEALTH	
Registration Number:	4155361	SURESTART	
Registration Number:	4094184	KEEP THE PEN. NOT THE PAPER.	
Registration Number:	4118890	KEEP THE PEN. NOT THE PAPER.	
Registration Number:	4109124	SURESOURCE	
Registration Number:	4109125	CLINICAL INK	
Serial Number:	86886963	SURESOURCE	
Serial Number:	86823938	CLINICAL INK	
Serial Number:	86584462	FROM START TO SUBMIT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054439-0012		

OP \$240.00 4867901

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/08/2016
Total Attachments: 9 source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page1.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page2.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page3.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page4.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page5.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page6.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page7.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page8.tif source=Clinical Ink - Intellectual Property Security Agreement EXECUTED#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 8, 2016, is made by Clinical Ink, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of Solar Capital Ltd., a Maryland corporation (“Collateral Agent”), in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Collateral Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Collateral Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.

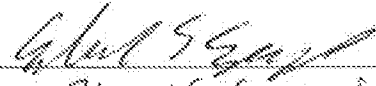
6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Clinical Ink, Inc., a Delaware corporation


By: Edward S. Seguire Sr.
Title: CEO

COLLATERAL AGENT:

Solar Capital Ltd., a Maryland corporation

By: Anthony J. Storino
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

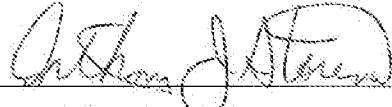
Clinical Ink, Inc., a Delaware corporation

By: _____

Title: _____

COLLATERAL AGENT:

Solar Capital Ltd., a Maryland corporation



By: Anthony J. Storino

Title: Authorized Signatory

EXHIBIT A

Copyrights

NO REGISTERED COPYRIGHTS OR PENDING APPLICATIONS

EXHIBIT B

Patents

NO PATENT REGISTRATIONS OR PENDING APPLICATIONS

EXHIBIT C

TRADEMARKS

1. Trademark Registrations

MARK	UNITED STATES REGISTRATION NO.	REGISTRATION DATE
CENTROSHEALTH	4867901	12/08/2015
SURESTART	4155361	06/05/2012
KEEP THE PEN. NOT THE PAPER.	4094184	01/31/2012
KEEP THE PEN. NOT THE PAPER.	4118890	03/27/2012
SureSource	4109124	03/06/2012
Clinical Ink	4109125	03/06/2012

2. Trademark Applications

MARK	UNITED STATES TRADEMARK APPLICATION NO.	DATE OF TRADEMARK APPLICATION
	86886963	01/26/2016
	86823938	11/18/2015
FROM START TO SUBMIT	86584462	04/01/2015

EXHIBIT D

Mask Works

NONE