

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382587

<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>
HOOPER HOLMES, INC.		04/29/2016	Corporation: NEW YORK
HOOPER DISTRIBUTION SERVICES, LLC		04/29/2016	Limited Liability Company: NEW JERSEY
HOOPER WELLNESS, LLC		04/29/2016	Limited Liability Company: KANSAS
ACCOUNTABLE HEALTH SOLUTIONS, LLC		04/29/2016	Limited Liability Company: KANSAS
HOOPER INFORMATION SERVICES, INC.		04/29/2016	Corporation: NEW JERSEY
HOOPER KIT SERVICES, LLC		04/29/2016	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>Internal Address:</b>	1st Floor		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2438158	HOOPER HOLMES	
<b>Registration Number:</b>	3559666	H HOOPERHOLMES	
<b>Registration Number:</b>	3834031	PROACTIVE HEALTH ASSESSMENT	
<b>Registration Number:</b>	2079142	HEALTHDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ahesla@duanemorris.com		
<b>Correspondent Name:</b>	Duane Morris LLP		

CH \$115.00 2438158

**Address Line 1:** 190 S. LaSalle Street, Suite 3700  
**Address Line 2:** Aubrie Hesla  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	G3175-00011
<b>NAME OF SUBMITTER:</b>	Michael A. Witt
<b>SIGNATURE:</b>	/s/ Michael A. Witt
<b>DATE SIGNED:</b>	05/02/2016

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of April 29, 2016 is made by and among HOOPER HOLMES, INC., a New York corporation (“**Hooper Holmes**”), HOOPER DISTRIBUTION SERVICES, LLC, a New Jersey limited liability company (“**Hooper Distribution**”), HOOPER WELLNESS, LLC, a Kansas limited liability company (“**Hooper Wellness**”), ACCOUNTABLE HEALTH SOLUTIONS, LLC, a Kansas limited liability company (“**Accountable Health**”), HOOPER INFORMATION SERVICES, INC., a New Jersey corporation (“**Hooper Information**”), HOOPER KIT SERVICES, LLC, a Kansas limited liability company (“**Hooper Kit**”; together with Hooper Holmes, Hooper Distribution, Hooper Wellness, Accountable Health and Hooper Information, individually and collectively, “**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. Incorporation of Certain Documents. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. 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 grants 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 and all material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, 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 or Library of Congress, 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 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.

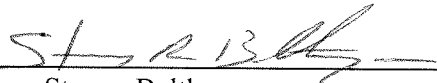
12. Joint and Several. If more than one Grantor executes this IP Security Agreement, the liability of all such parties shall be joint and several.

13. Intercreditor Agreement. This IP Security Agreement is subject to the terms and conditions of that certain Intercreditor Agreement by and between Lender, SWK Funding LLC, a Delaware limited liability company, and the other parties thereto dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time).

[Signature Pages Follow]

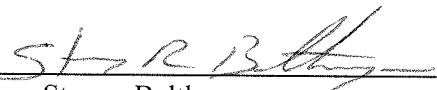
**IN WITNESS WHEREOF**, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

**HOOPER HOLMES, INC.**, a New York corporation  
**HOOPER WELLNESS, LLC**, a Kansas limited liability company  
**ACCOUNTABLE HEALTH SOLUTIONS, LLC**, a Kansas limited liability company  
**HOOPER INFORMATION SERVICES, INC.**, a New Jersey corporation  
**HOOPER KIT SERVICES, LLC**, a Kansas limited liability company

By:   
Name: Steven Balthazor  
Title: Chief Financial Officer

*As Chief Financial Officer of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities*

**HOOPER DISTRIBUTION SERVICES, LLC**, a New Jersey limited liability company

By:   
Name: Steven Balthazor  
Title: Manager

Agreed and Accepted:

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

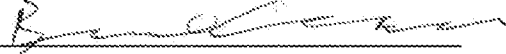
By:   
Name: Bradley D. Asness  
Title: Authorized Signatory

EXHIBIT A

Trademarks:

Trademark	Application Number/Date	Registration Number/Date	Status
HOOPER HOLMES	75/789,749 September 1, 1999	2,438,158 March 27, 2001	Registered
HOOPER HOLMES & LOGO	77/288,338 September 25, 2007	3,559,666 January 13, 2009	Registered
PROACTIVE HEALTH ASSESSMENT	77842086 October 6, 2009	3834031 August 17, 2010	Registered
HEALTHDEX	75133190 July 12, 1996	2079142 July 15, 1997	Renewed

Registered IP Trade names: Accountable Health Solutions

Service marks: iConnect (unregistered service mark)

Domain names:

fbtwellness.com	nhwelness365.com
fhlbwellness.com	nipponlifewellness.com
fortinetwellness.com	opecwellness.com
gafwellness.com	owenwellness.com
gmchealthquest.com	pathtowellness.info
gmchealthquestion.org	pfgwellness.com
gpwellnesship.com	phillipsmedisizestayingpositive.com
greenhillsrwellness.com	pioneerwellnesscenter.com
hayneedlewellness.com	pmcwellnessworks.com
healthmatterstx.com	principalwellnesscompany.com
hillviewfitforlife.com	proliancewellness.com
hwy2hlth.com	psplwell.com
hyveewellness.com	pvmchealthwise.com
jdsucanadahealthyconnections.com	pwc123.com
jdsuhealthyconnections.com	pwc1234.com
jmwhighqualityliving.com	pwc1234.xyz
jslwellness.com	pwcemployees.com



konamipath.com  
kpsfit.com  
ksmwellness.com  
lendmarkhealthfit.com  
livewellchildrens.com  
livewellmbi.com  
livewellmoritz.com  
lnajourneytowellness.com  
mccainwellnessforlife.com  
measwellness.com  
mehcwellness.com  
meriterwellness.com  
meritresourcesbenefits.com  
meritwellness.com  
metalsaleswellness.com  
mgcommittobefit.com  
mhawellnessforlife.com  
mhpbbt.com  
muscowellness.com  
myaccountablehealthwellness.com  
myexpresswellness.com  
myhealthymac.com  
myjmwelness.com  
mykiewitwellness.com  
myliihealthmatters.com  
myprincipalwellness.com  
myrestorewellness.com  
myunitywellness.com  
ncrwellness.com  
newwestwellness.com  
nfpwellness.com

regalbeloitwellness.com  
regalwellnesscanada.com  
regalwellnessmexico.com  
rsiwellness.com  
schurzwellness.com  
sgowellness.com  
sncwellnessforus.com  
srabrightrewards.com  
suncokewellness.com  
swsinvestinwellness.com  
takeaction.co  
thisisnoblewellness.com  
thompsoncoburnwellness.com  
ticcraftwellness.com  
totalfitteam.com  
totallyfitteam.com  
trbridgetohealth.com  
trihydrowellness.com  
twmcwellness.com  
walkingwarriors.com  
wellmarkwellness.com  
wellnessatreliance.com  
wellnessbartwest.com  
wellnessfourme.com  
wellnessvitalsigns.com  
window2wellness.com  
winegardwellness.com  
diabetesconnected.com  
wellnessconnectasthma.com  
wellnessconnectdiabetes.com  
wellnessconnectsleep.com

IP owned:

- Accountable Health Solutions Wellness Portal: A key aspect of the Accountable Health Solutions business is its internally developed internet based wellness portal. The portal is customizable and flexible. The portal contains and displays key client and member-facing information, including a wellness assessment and educational materials
- iConnect.

IP licensed:

AppDynaics  
AssureBridge  
Atlassian  
Kenai Design Studio (WMS)  
Navigate Wellness, LLC, d/b/a Live Health America (LHA)  
Orbeon, Inc.  
Qlik Tech Inc.  
Rackspace  
Xtivia Inc / Liferay  
Iron. Io  
MailGun

MySql Clustering  
Nprinting  
Barracuda

Software related to the business (other than off-the-shelf, shrink wrapped or clickwrapped):

AppDynaics  
Orbeon, Inc.  
Qlik Tech Inc  
Rackspace  
Xtivia Inc / Liferay

URLs and Domains: Inventory of URLs and domain name registrations, web hosting services or other vendors. Hooper Holmes does not have any external web hosting services or use other vendors. The list below is an inventory of the URLs hosted by Hooper Holmes

nsProtect™ Secure Certificate - Advanced (APSWF.HOOPERHOLMES.COM) 25528927 Issued 26-Jul-14  
nsProtect™ Secure Certificate - Advanced (APSWFSTG.HOOPERHOLMES.COM) 25528927 Issued 12-Oct-13  
nsProtect™ Secure Certificate - Advanced (AVI.HOOPERHOLMES.COM) 25528927 Issued 16-Mar-14  
nsProtect™ Secure Certificate - Advanced (AVISTG.HOOPERHOLMES.COM) 25528927 Issued 16-Mar-14  
nsProtect™ Secure Certificate - Advanced (BARCODESERVICE.HOOPERHOLMES.COM) 25528927 Issued 7-Jun-15  
nsProtect™ Secure Certificate - Advanced (EEXAMS.HOOPERHOLMES.COM) 25528927 Issued 5-Mar-14  
nsProtect™ Secure Certificate - Advanced (EPARAMED.HOOPERHOLMES.COM) 25528927 Issued 8-Apr-14  
nsProtect™ Secure Certificate - Advanced (EPORTAMEDICSTG.HOOPERHOLMES.COM) 25528927 Issued 22-Feb-14  
nsProtect™ Secure Certificate - Advanced (EPORTSTG.HOOPERHOLMES.COM) 25528927 Issued 3-May-14  
nsProtect™ Secure Certificate - Advanced (ERPROD.HOOPERHOLMES.COM) 25528927 Issued 19-Sep-13  
nsProtect™ Secure Certificate - Advanced (ERSTG.HOOPERHOLMES.COM) 25528927 Issued 5-Nov-14  
nsProtect™ Secure Certificate - Advanced (EXAMINERS.HOOPERHOLMES.COM) 25528927 Issued 3-Jun-14  
nsProtect™ Secure Certificate - Advanced (FMS.HHPARTNERLINK.COM) 25528927 Issued 17-Sep-14  
nsProtect™ Secure Certificate - Advanced (FTP.HOOPERHOLMESSERVICES.COM) 25528927 Issued 5-Mar-14  
nsProtect™ Secure Certificate - Advanced (FTP1.HERITAGELABS.COM) 25528927 Issued 6-Jan-14  
nsProtect™ Secure Certificate - Advanced (FTP1.PORTAMEDIC.COM) 25528927 Issued 23-Sep-13  
nsProtect™ Secure Certificate - Advanced (GETDIRECTIONS.HOOPERHOLMES.COM) 25528927 Issued 7-Jun-15  
nsProtect™ Secure Certificate - Advanced (HHARC.HOOPERHOLMES.COM) 25528927 Issued 6-Jun-14  
nsProtect™ Secure Certificate - Advanced (HHBEWELL.HOOPERHOLMES.COM) 25528927 Issued 4-Dec-15  
nsProtect™ Secure Certificate - Advanced (HHCONNECT.HOOPERHOLMES.COM) 25528927 Issued 25-Jan-14  
nsProtect™ Secure Certificate - Advanced (HHKIT.HHPARTNERLINK.COM) 25528927 Issued 4-Oct-14  
nsProtect™ Secure Certificate - Advanced (HHORDSTG.HOOPERHOLMES.COM) 25528927 Issued 30-May-15  
nsProtect™ Secure Certificate - Advanced (HHPWD.HOOPERHOLMES.COM) 25528927 Issued 8-Jun-14  
nsProtect™ Secure Certificate - Advanced (HHWSRESPSTG.HOOPERHOLMES.COM) 25528927 Issued 5-Jun-15  
nsProtect™ Secure Certificate - Advanced (HHWSSTATUS.PORTAMEDIC.COM) 25528927 Issued 14-Jan-15  
nsProtect™ Secure Certificate - Advanced (HWSTAGING.HOOPERHOLMES.COM) 25528927 Issued 24-Jan-15  
nsProtect™ Secure Certificate - Advanced (LTF.HOOPERHOLMES.COM) 25528927 Issued 30-Sep-13  
nsProtect™ Secure Certificate - Advanced (PLSTG.HOOPERHOLMES.COM) 25528927 Issued 5-Oct-13  
nsProtect™ Secure Certificate - Advanced (PMD.HHPARTNERLINK.COM) 25528927 Issued 17-Sep-14  
nsProtect™ Secure Certificate - Advanced (REPORTING.HOOPERHOLMES.COM) 25528927 Issued 7-Mar-14  
nsProtect™ Secure Certificate - Advanced (RSAPROD.EPORTAMEDIC.COM) 25528927 Issued 17-Dec-14  
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nsProtect™ Secure Certificate - Advanced (SAS70.HOOPERHOLMES.COM) 25528927 Issued 17-Mar-14  
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nsProtect™ Secure Certificate - Advanced (STAGING.HHPARTNERLINK.COM) 25528927 Issued 10-Oct-14  
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nsProtect™ Secure Certificate - Advanced (WWW.APPRAISETESTS.COM) 25528927 Issued 29-Apr-14  
nsProtect™ Secure Certificate - Advanced (WWW.EHERITAGELABS.COM) 25528927 Issued 4-Oct-14

nsProtect™ Secure Certificate - Advanced (WWW.HERITAGELABS.NET) 25528927 Issued 8-Mar-14  
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nsProtect™ Secure Certificate - Advanced (WWW.HHPARTNERLINK.COM) 25528927 Issued 9-Sep-14  
nsProtect™ Secure Certificate - Advanced (WWW.HOOPERHOLMESSERVICES.COM) 25528927 Issued 19-Mar-14  
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nsProtect™ Secure Certificate - Advanced (WWW.RELI-ONA1C.COM) 25528927 Issued 9-Jun-14  
nsProtect™ Secure Certificate - Basic (EMAIL.HOOPERHOLMES.COM) 25528927 Issued 29-Apr-15  
nsProtect™ Secure Certificate - Basic (EMAIL.HOOPERHOLMES.COM) 25528927 Issued 29-Apr-15  
nsProtect™ Secure Certificate - Basic (TSM1.HHNET01.COM) 25528927 Issued 3-Apr-15  
nsProtect™ Secure Certificate - Basic (TSM2.HHNET01.COM) 25528927 Issued 12-May-15  
nsProtect™ Secure Certificate - Basic (TSM3.HHNET01.COM) 25528927 Issued 1-Dec-14  
nsProtect™ Secure Certificate - Basic (TSM4.HHNET01.COM) 25528927 Issued 18-Nov-14  
nsProtect™ Secure Certificate - Basic (WWW.HOOPERHOLMES.COM) 25528927 Issued 30-Jan-15

**Domain Name Account No. Points To Private Folder Auto Renew Expiration Date WHOIS Administrative Contact WHOIS Technical Contact Account Holder**

amidiabetic.biz 25528927 ns17.domaincontrol.com|ns18.domaincontrol.com No Default Off 2/28/2015 Hooper Holmes, Inc Hooper Holmes, Inc Hooper Holmes, Inc  
amidiabetic.com 25528927 Under Construction Page No Default Off 3/1/2015 Hooper Holmes, Inc Hooper Holmes, Inc Hooper Holmes, Inc  
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