

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECIALISTS ON CALL, INC.		06/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC		
Street Address:	1000 Main Street, Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86187577	SOC TELEMED	
Serial Number:	87036637	SPEEDPASS	
Serial Number:	86378870	TELEINTENSIVIST	
Registration Number:	4953713	SMARTROUNDS	
Registration Number:	4357527	SOC	
Registration Number:	4434090	SPECIALISTS ON CALL	
Registration Number:	4468715	SOC SPECIALISTS ON CALL THE LEADER IN CL	
Registration Number:	4600119	STRONGER HOSPITALS-BETTER LIVES	
Registration Number:	4491208	CCC	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mof.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	67478-116		

CH \$240.00 86187577

NAME OF SUBMITTER:	Jennifer Lee Taylor
SIGNATURE:	/JLT2/
DATE SIGNED:	06/22/2016
Total Attachments: 5 source=1 - IP Security Agreement (Executed)#page1.tif source=1 - IP Security Agreement (Executed)#page2.tif source=1 - IP Security Agreement (Executed)#page3.tif source=1 - IP Security Agreement (Executed)#page4.tif source=1 - IP Security Agreement (Executed)#page5.tif	

EXECUTION VERSION

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, SPECIALISTS ON CALL, INC., a Delaware corporation (“*Grantor*”), is party to that certain Security Agreement, dated as of June 17, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the Subsidiary Guarantors party thereto and CRG SERVICING LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “*Administrative Agent*”), pursuant to which Grantor has granted in favor of Secured Parties a lien on substantially all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

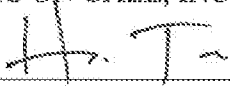
This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

SPECIALISTS ON CALL, INC., as Grantor

By


Name: Hai Tran
Title: Chief Financial Officer
Date: 6/17/16

[Signature Page to IP Security Agreement]

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

Patent Description/Title	Patent Number (if registered) or Serial Number (if applied for only)	Issuance Date (if Registered) or Filing Date (if applied for only)
"Remote Medical Evaluation"	14/814,254	July 30, 2015

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number (if registered) or Serial Number (if applied for only)	Registration Date (if Registered) or Filing Date (if applied for only)
SOC TELEMED	86/187577	2/7/14
SPEEDPASS	87/036637	5/13/16
TELEINTENSIVIST	86/378870	8/27/14
SMARTROUNDS	4953713	5/10/16
SOC and Design	4357527	6/25/13
SPECIALISTS ON CALL	4434090	11/12/13
SOC SPECIALISTS ON CALL THE LEADER IN CLINICAL TELEMEDICINE and Design	4468715	1/21/14
STRONGER HOSPITALS-BETTER LIVES	4600119	9/9/14
Design	4491208	3/4/14