

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STAT HEALTH, LLC		07/11/2016	Limited Liability Company: DELAWARE
HY HOLDINGS, INC.		07/11/2016	Corporation: DELAWARE
TELADOC, INC.		07/11/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Silicon Valley Bank, as Administrative Agent
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HF 150
<b>City:</b>	SANTA CLARA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	3991490	AMERIDOC
<b>Registration Number:</b>	3119711	TELADOC MEDICAL SERVICES
<b>Registration Number:</b>	3990956	TELADOC
<b>Registration Number:</b>	3873546	TELADOC
<b>Registration Number:</b>	4388732	TELADOC CONNECT
<b>Registration Number:</b>	4192029	TELADOC CONNECT
<b>Registration Number:</b>	4377267	TELADOC CONNECT
<b>Registration Number:</b>	4899251	TELADOC
<b>Registration Number:</b>	4899252	TELADOC
<b>Registration Number:</b>	4029296	STAT DOCTORS
<b>Registration Number:</b>	4026705	GETTING BETTER JUST GOT EASIER
<b>Registration Number:</b>	4119044	STAT DOCTORS GETTING BETTER JUST GOT EAS
<b>Registration Number:</b>	4898811	E-HOUSECALL
<b>Registration Number:</b>	3804787	HEALTHIEST YOU
<b>Serial Number:</b>	86634515	MY TIME. MY DOCTOR.

OP \$390.00 3991490

**CORRESPONDENCE DATA****Fax Number:** 8004947512*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.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F164214
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	07/12/2016

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 11, 2016, is entered into by and between the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”), and **SILICON VALLEY BANK** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a

statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

4. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

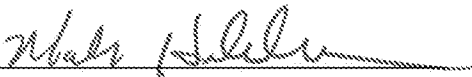
By:  \_\_\_\_\_

Name: Ryan Roller

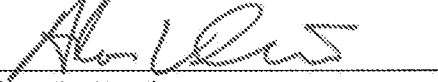
Title: Vice President

GRANTOR:

**STAT HEALTH, LLC**

By:   
Name: Mark Hirschhorn  
Title: President

**HY HOLDINGS, INC.**


By:   
Name: Adam C. Vandervoort  
Title: President

**TELADOC, INC.**

By:   
Name: Mark Hirschhorn  
Title: EVP and Chief Financial Officer

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Description</u>
Teladoc, Inc.	USPTO	3,991,490	07/21/2011	AMERIDOC
Teladoc, Inc.	USPTO	3,119,711	07/25/2006	
Teladoc, Inc.	USPTO	3,990,956	07/05/2011	
Teladoc, Inc.	USPTO	3,873,546	11/09/2010	TELADOC
Teladoc, Inc.	USPTO	4,388,732	08/20/2013	

Teladoc, Inc.	USPTO	4,192,029	08/14/2012	TELADOC CONNECT
Teladoc, Inc.	USPTO	4,377,267	07/30/2013	<b>Teladoc</b> <b>Connect</b>
Teladoc, Inc.	USPTO	4,899,251	02/09/2016	TELADOC
Teladoc, Inc.	USPTO	4,899,252	02/09/2016	TELADOC
STAT HEALTH, LLC	USPTO	4,029,296	09/20/2011	STAT DOCTORS
STAT HEALTH, LLC	USPTO	4,026,705	09/13/2011	GETTING BETTER JUST GOT EASIER
STAT HEALTH, LLC	USPTO	4,119,044	03/27/2012	STAT DOCTORS GETTING BETTER JUST GOT EASIER



STAT HEALTH, LLC	USPTO	4,898,811	02/9/2016	E-HOUSECALL
STAT HEALTH, LLC	USPTO	86/634,515	03/08/2016	MY TIME. MY DOCTOR
HY HOLDINGS, INC.	USPTO	3,804,787	06/15/2010	HEALTHIEST YOU

2008119.3

TRADEMARK

REEL: 005833 FRAME: 0009

RECORDED: 07/12/2016