

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395109

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| ID EXPERTS HOLDINGS, INC. | | 08/02/2016 | Corporation: DELAWARE |
| ID EXPERTS MERGER SUB, INC. | | 08/02/2016 | Corporation: DELAWARE |
| IDENTITY THEFT GUARD SOLUTIONS, INC. | | 08/02/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | ESCALATE CAPITAL PARTNERS SBIC III, LP |
| Street Address: | 300 WEST SIXTH STREET, SUITE 2230 |
| City: | AUSTIN |
| State/Country: | TEXAS |
| Postal Code: | 78701 |
| Entity Type: | Limited Partnership: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------------------------|
| Registration Number: | 3839055 | BREACH HEALTHCHECK |
| Registration Number: | 3559259 | ID EXPERTS |
| Serial Number: | 86527871 | ID EXPERTS |
| Serial Number: | 85778461 | MIDAS |
| Serial Number: | 85984184 | MIDAS |
| Serial Number: | 85778446 | MIDAS MEDICAL IDENTITY PROTECTION |
| Serial Number: | 86723240 | MYIDCARE |

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 214-932-6400

Email: sshernandez@mcguirewoods.com

Correspondent Name: AARON J. PICKELL

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 4: DALLAS, TEXAS 75201

TRADEMARK

| | |
|--|--------------------|
| NAME OF SUBMITTER: | Aaron J. Pickell |
| SIGNATURE: | /Aaron J. Pickell/ |
| DATE SIGNED: | 08/15/2016 |
| Total Attachments: 7 source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page1.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page2.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page3.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page4.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page5.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page6.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page7.tif | |

Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2016 by and among, ID EXPERTS HOLDINGS, INC., a Delaware corporation (“*Parent*”), ID EXPERTS MERGER SUB, INC. a Delaware corporation (“*Merger Sub*”), IDENTITY THEFT GUARD SOLUTIONS, INC., a Delaware corporation (“*Company*” together with Merger Sub and Parent, jointly and severally, each a “*Borrower*” and collectively, the “*Borrowers*”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow]

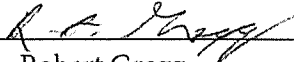
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrowers:

c/o Peloton Equity, LLC
10 Glenville Street
Greenwich, Connecticut 06831

BORROWERS:

ID EXPERTS HOLDINGS, INC.,
a Delaware corporation

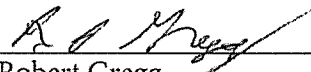
By: 
Name: Robert Gregg
Title: Chief Executive Officer

ID EXPERTS MERGER SUB, INC.,
a Delaware corporation

By: _____
Name: Justin Yang
Title: Treasurer and Secretary

Lincoln Center One
10300 SW Greenburg Road
Suite 570
Portland, Oregon 97223

IDENTITY THEFT GUARD SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Robert Gregg
Title: Chief Executive Officer

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.

Address of Borrowers:

BORROWERS:

ID EXPERTS HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Robert Gregg
Title: Chief Executive Officer

Lincoln Center One
10300 SW Greenburg Road
Suite 570
Portland, Oregon 97223

ID EXPERTS MERGER SUB, INC.,
a Delaware corporation

By: _____
Name: Justin Yang
Title: Treasurer and Secretary

IDENTITY THEFT GUARD SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: Robert Gregg
Title: Chief Executive Officer


Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 
Name: William A. Schell
Title: Manager

SCHEDULE A
Copyrights

| Borrower | Copyright | Reg. No. | Reg. Date |
|--------------------------------------|----------------------------------|--------------|-----------|
| Identity Theft Guard Solutions, Inc. | ID Experts Breach Protection Map | Txu001644172 | 7/14/09 |

[Schedule A to IPSA]

SCHEDULE B
Patents

Patent Applications:

| Borrower | Patent | App No. | App. Date |
|--|---|------------|------------|
| Identity Theft Guard Solutions, Inc. | Systems and Methods for Reducing Medical Claims Fraud | 13/296,159 | 11/14/2011 |



[Schedule B to IPSA]

SCHEDULE C
Trademarks

Trademarks:

| Borrower | Mark | Country | Class | Reg. No. | Reg. Date |
|--------------------------------------|--------------------|---------------|--------|-----------|-----------|
| Identity Theft Guard Solutions, Inc. | BREACH HEALTHCHECK | United States | 45 | 3,839,055 | 8/24/2010 |
| Identity Theft Guard Solutions, Inc. | ID EXPERTS | United States | 35, 45 | 3,559,259 | 1/6/2009 |

Trademark Applications:

| Borrower | Mark | Country | Class | App. No. | App. Date |
|--------------------------------------|---|---------------|------------------------|------------|------------|
| Identity Theft Guard Solutions, Inc. | ID EXPERTS (& Design)  | United States | 09, 35, 36, 38, 42, 45 | 86/527,871 | 2/7/2015 |
| Identity Theft Guard Solutions, Inc. | MIDAS | United States | 42 | 85/778,461 | 11/13/2012 |
| Identity Theft Guard Solutions, Inc. | MIDAS | United States | 09, 38, 45 | 85/984,184 | 11/13/2012 |
| Identity Theft Guard Solutions, Inc. | MIDAS MEDICAL IDENTITY PROTECTION (& Design)  | United States | 09, 38, 42, 45 | 85/778,446 | 11/13/2012 |
| Identity Theft Guard Solutions, Inc. | MYIDCARE | United States | 36,45 | 86/723,240 | 8/12/2015 |

[Schedule C to IPSA]

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RECORDED: 08/15/2016

TRADEMARK
REEL: 005855 FRAME: 0428