

9/16/2016

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09/08/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397877

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|---|-------------------------------|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Reassurance Holdings, Inc. | | 08/11/2016 | Corporation: DELAWARE |
| New Velo Holdings Merger Sub, Inc. | | 08/11/2016 | Corporation: DELAWARE |
| Velo Holdings Inc. | | 08/11/2016 | Corporation: DELAWARE |
| V2V Holdings LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| Coverdell & Company, Inc. | | 08/11/2016 | Corporation: GEORGIA |
| Velo ACU LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| Discount Development Services, L.L.C. | | 08/11/2016 | Corporation: ILLINOIS <i>MF</i> <i>Limited Liability Company</i> |
| Uni-care, Inc. | | 08/11/2016 | Corporation: ILLINOIS |
| Coverdell Canada Corporation | | 08/11/2016 | Company: NOVA SCOTIA |
| MemberWorks Canada Travel Services Inc. | | 08/11/2016 | Corporation: QUEBEC |
| Memberworks Canada LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| FYI Direct LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| Vertrue LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| Adaptive Marketing LLC | | 08/11/2016 | Limited Liability Company: DELAWARE |
| FYI Direct Canada Incorporated | | 08/11/2016 | Company: NOVA SCOTIA |
| RECEIVING PARTY DATA | | | |
| Name: | Village Bank & Trust | | |
| Street Address: | 1545 Ellinwood Avenue | | |
| City: | Des Plaines | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60016 | | |
| Entity Type: | banking corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |

CH \$40.00 87131944

| Property Type | Number | Word Mark |
|---|----------|-------------------|
| Serial Number: | 87131944 | CAREFREE M.D. |
| CORRESPONDENCE DATA | | |
| Fax Number: 3123468434 | | |
| <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: 312.476.7558 | | |
| Email: mefdocket@lplegal.com | | |
| Correspondent Name: Marc E. Fineman | | |
| Address Line 1: 2 N. LaSalle St. | | |
| Address Line 2: Suite 1300 | | |
| Address Line 4: Chicago, ILLINOIS 60602 | | |
| ATTORNEY DOCKET NUMBER: | | 37194-104966 |
| NAME OF SUBMITTER: | | Marc E. Fineman |
| SIGNATURE: | | /Marc E. Fineman/ |
| DATE SIGNED: | | 09/08/2016 |
| Total Attachments: 9 | | |
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| source=SUPPLEMENTAL PATENT AND TRADEMARK SECURITY AGREEMENT - EXECUTED#page2.tif | | |
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 11, 2016, by Reassurance Holdings, Inc., a Delaware corporation, New Velo Holdings Merger Sub, Inc., a Delaware corporation, Velo Holdings Inc., a Delaware corporation, V2V Holdings LLC, a Delaware limited liability company, Coverdell & Company, Inc., a Georgia corporation, Velo ACU LLC, a Delaware limited liability company, Discount Development Services, L.L.C., an Illinois corporation, Uni-care, Inc., an Illinois corporation, Coverdell Canada Corporation, a Nova Scotia company, MemberWorks Canada Travel Services Inc., a Quebec corporation, Memberworks Canada LLC, a Delaware limited liability company, FYI Direct LLC, a Delaware limited liability company, Vertrue LLC, a Delaware limited liability company, Adaptive Marketing LLC, a Delaware limited liability company, and FYI Direct Canada Incorporated, a Nova Scotia company (individually and collectively the “Grantor”), in favor of VILLAGE BANK & TRUST (the “Bank”).

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;


- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

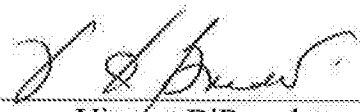
[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

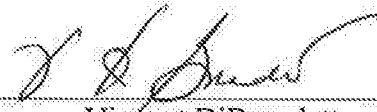
REASSURANCE HOLDINGS, INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President

NEW VELO HOLDINGS MERGER SUB, INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President

VELO HOLDINGS INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President

COVERDELL & COMPANY, INC., a Georgia corporation

By: 
Name: Vincent DiBenedetto
Title: President

VELO ACU LLC, a Delaware limited liability company


By: V2V Holdings LLC, a Delaware limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member


By: 
Name: Vincent DiBenedetto
Title: President

DISCOUNT DEVELOPMENT SERVICES,
L.L.C., an Illinois limited liability company

By: Coverdell & Company, Inc., a Georgia corporation, its sole member

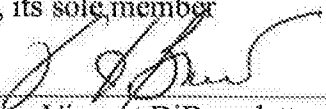
By: 
Name: Vincent DiBenedetto
Title: President

UNI-CARE, INC., an Illinois corporation

By: 
Name: Vincent DiBenedetto
Title: President

MEMBERWORKS CANADA LLC, a Delaware limited liability company

By: Coverdell & Company, Inc., a Georgia corporation, its sole member

By: 
Name: Vincent DiBenedetto
Title: President

*Signature Page to Patent & Trademark
Security Agreement*


TRADEMARK
REEL: 005877 FRAME: 0425

FYI DIRECT LLC, a Delaware limited liability
Company

By: Velo ACU LLC, a Delaware limited liability
company, its sole member

By: V2V Holdings LLC, a Delaware
limited liability company, its sole
member

By: Velo Holdings, Inc., a
Delaware corporation, its
sole member

By: 
Name: Vincent DiBenedetto
Title: President

VERTRUE LLC, a Delaware limited liability
company

By: Velo ACU LLC, a Delaware limited liability
company, its sole member

By: V2V Holdings LLC, a Delaware
limited liability company, its sole
member

By: Velo Holdings, Inc., a
Delaware corporation, its
sole member

By: 
Name: Vincent DiBenedetto
Title: President

*Signature Page to Patent &
Trademark Security Agreement*

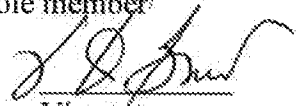
ADAPTIVE MARKETING LLC, a Delaware
limited liability company

By: Vertrue LLC, a Delaware limited liability
company, its sole member

By: Velo ACU LLC, a Delaware limited
liability company, its sole member

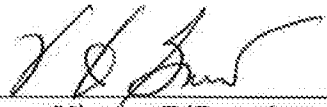
By: V2V Holdings LLC, a
Delaware Limited liability
company, its sole member

By: Velo Holdings, Inc., a
Delaware corporation,
its sole member

By: 
Name: Vincent
DiBenedetto
Title: President

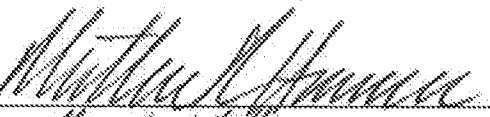
V2V Holdings LLC, a Delaware limited liability
company, its sole member

By: Velo Holdings, Inc., a Delaware
corporation, its sole member

By: 
Name: Vincent DiBenedetto
Title: President

Acknowledged:

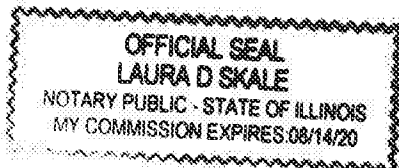
VILLAGE BANK & TRUST

By: 
Name: Matthew A. Hammond
Title: Senior Vice President

*Signature Page to Patent &
Trademark Security Agreement*

STATE OF Illinois)
) ss
COUNTY OF Coor)

On this 21st day of August, 2016, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Laura D Skale
Notary Public

*Signature Page to Patent &
Trademark Security Agreement*

TRADEMARK
REEL: 005877 FRAME: 0428

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|-------------------------------------|---|--|--------------------------------|---------------------------------|
| SM- CAREFREE M.D. & design | 87/131,944 | | 8/9/2016 | |

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses N/A