

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Singlecare Services LLC		12/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	1610 Meadow Lane LLC		
Street Address:	712 5th Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4850497	SINGLECARE	
Registration Number:	4850499		
Registration Number:	4850500		
Registration Number:	4850501	SINGLECARE	
Registration Number:	4850503	SINGLECARE	
CORRESPONDENCE DATA			
Fax Number:	2038691951		
<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:	2038622335		
Email:	koneill@wbamct.com		
Correspondent Name:	Katie O'Neill		
Address Line 1:	Whitman Breed Abbott & Morgan LLC		
Address Line 2:	500 West Putnam Avenue		
Address Line 4:	Greenwich, CONNECTICUT 06830		
NAME OF SUBMITTER:	Katie O'Neill		
SIGNATURE:	/Katie O'Neill/		
DATE SIGNED:	12/12/2016		
Total Attachments: 6			

OP \$140.00 4850497

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated December 6, 2016, is made by and between Singlecare Services LLC, of 4100 Regent St., Suite S, Columbus, Ohio 43219 (the "Grantor") and 1610 MEADOW LANE LLC or its assignee, of 712 5th Avenue - 14th Floor, New York, NY 10019 (the "Secured Party").

WHEREAS, the Grantor has executed and delivered to the Secured Party that certain SECURED PROMISSORY NOTE, dated December 6, 2016, in the principal amount of up to THIRTEEN MILLION AND NO/100 DOLLARS (\$13,000,000.00) DOLLARS (the "Note").

WHEREAS, as a condition precedent to the making of the loan under the Note by the Secured Party, the Grantor has executed and delivered to the Secured Party that certain Security Agreement by and between the Grantor and the Secured Party December 6, 2016 (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for the benefit of the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or

hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

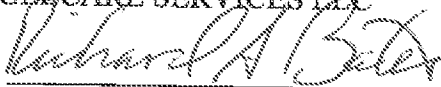
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

SINGLECARE SERVICES LLC

By: 
Richard A. Bates, Chief Executive Officer

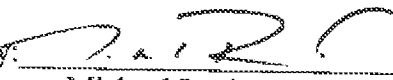
Address for Notices:

4100 Regent St., Suite S
Columbus, Ohio 43219

AGREED TO AND ACCEPTED:

SECURED PARTY:

1610 MEADOW LANE LLC

By: 
Name: Michael Loeb
Its: Manager

Address for Notices:

712 Fifth Avenue, 14th Floor
New York, NY 10019

TRADEMARK

REEL: 005945 FRAME: 0601

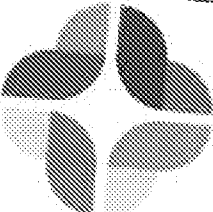
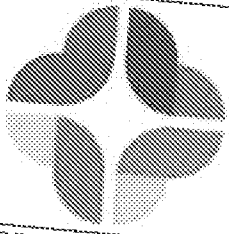


Schedule 1

PATENTS AND PATENT APPLICATIONS

None.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration Number	Registration Date	Status
SINGLECARE	4850497	11/10/2015	Registered
	4850499	11/10/2015	Registered
	4850500	11/10/2015	Registered
SINGLECARE and Design  singlecare	4850501	11/10/2015	Registered
SINGLECARE and Design  singlecare	4850503	11/10/2015	Registered

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

4827-0228-1515, v. 1