

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMWELL HEALTH, LLC		03/01/2016	Limited Liability Company: ARKANSAS
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC		
Street Address:	150 South Wacker Drive		
Internal Address:	5th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3397672	IMWELL HEALTH	
Registration Number:	4469501	IMWELL HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	02/20/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 1, 2016, by IMWELL HEALTH, LLC, an Arkansas limited liability company (the "Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent.

This Agreement refers to (a) a Credit Agreement dated as of June 25, 2014, entered into among the Borrowers, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain extensions of credit to the Borrowers; and (b) a Security Agreement dated as of June 25, 2014, entered into among the Loan Parties, as "Grantors" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to a Waiver and Joinder Agreement dated as of the date hereof, entered into among Grantor, the Borrowers, the other Loan Parties party thereto, the Lenders party thereto and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Joinder Agreement"), pursuant to which Grantor has been joined as a "Guarantor" to the Credit Agreement and as a "Grantor" to the Security Agreement.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, 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 hereto with respect to Grantor, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto with respect to Grantor, together with all goodwill associated therewith (but in each case only to the extent permitted by the terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, 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 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[rest of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed as of the date first written above.

IMWELL HEALTH, LLC,
an Arkansas limited liability company,
as Grantor

By: 

Name: William D. Wright

Title: Secretary

GOLUB CAPITAL LLC,
as Administrative Agent

By: _____



Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1
TRADEMARK COLLATERAL

Schedule 1 to Trademark Security Agreement

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TRADEMARK
REEL: 005992 FRAME: 0376

United States of America

United States Patent and Trademark Office



Reg. No. 4,469,501

IMWELL HEALTH, LLC (ARKANSAS LIMITED LIABILITY COMPANY)
616 S. 17TH ST
FORT SMITH, AR 72901

Registered Jan. 21, 2014

Int. Cl.: 44

FOR: HEALTHCARE; MEDICAL CLINICS, IN CLASS 44 (U.S. CLS. 100 AND 101).

SERVICE MARK

FIRST USE 1-0-2011; IN COMMERCE 1-0-2011.

PRINCIPAL REGISTER

OWNER OF U.S. REG. NO. 3,397,672.

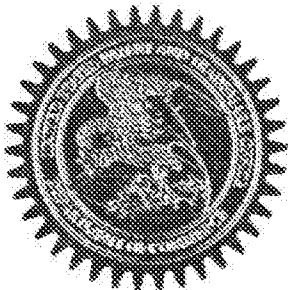
THE COLOR(S) BLUE AND GREEN IS/ARE CLAIMED AS A FEATURE OF THE MARK.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS "IMWELL HEALTH" AND THE OUTLINE OF AN APPLE, WITH "IM" AND "HEALTH" IN BLUE AND "WELL" AND THE APPLE OUTLINE IN GREEN, WITH THE LETTERS "IM" INSIDE OF THE APPLE OUTLINE.

SER. NO. 85-923,624, FILED 5-5-2013.

MARY CRAWFORD, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office