

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAL HOLDINGS, LLC		03/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ANNALY MIDDLE MARKET LENDING LLC, as administrative and collateral agent for the Secured Parties		
Street Address:	1211 AVENUE OF THE AMERICAS		
Internal Address:	41ST FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	77699931		
Serial Number:	77671373	EVRICHART	
Serial Number:	73349555	NATIONAL SECURITY	
Serial Number:	85112200	VITAL RECORDS CONTROL	
Serial Number:	85113181	VITALRF	
Serial Number:	85113121	VITALSCAN	
Serial Number:	85112207	VITALSHRED	
Serial Number:	85113201	VITALTRAC	
Serial Number:	85112032	VITALWEB	
Serial Number:	85112018	VRC	
Serial Number:	85113122	VRC VITAL RECORDS CONTROL	
CORRESPONDENCE DATA			
Fax Number:	2122942684		
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Lauryn E. May		

CH \$290.00 77699931

Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86717.35

NAME OF SUBMITTER: Lauryn E. May

SIGNATURE: /Lauryn E. May by trademarkny/

DATE SIGNED: 04/03/2017

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 31, 2017 between **VITAL HOLDINGS, LLC**, a Tennessee limited liability company (the “**Grantor**”) in favor of **ANNALY MIDDLE MARKET LENDING LLC**, as administrative and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 31, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in: all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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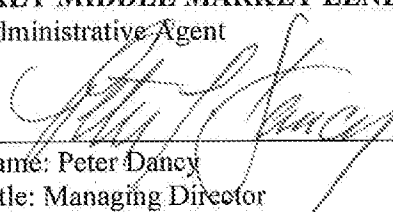
IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VITAL HOLDINGS, LLC,
as a Grantor




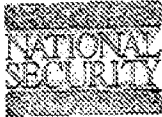

By: _____
Name: Frederick D. Palo
Title: Chief Operating Officer

ANNALY MIDDLE MARKET LENDING LLC, as
Administrative Agent

By: 
Name: Peter Dancy
Title: Managing Director

By: 
Name: Brian Dolan
Title: Director

Schedule 1

Grantor	Trademarks	Filing Date	Status	Serial No.
Vital Holdings, LLC		March 26, 2009	Registered	77699931
Vital Holdings, LLC	EVRI ^{CHART}	February 16, 2009	Registered	77671373
Vital Holdings, LLC	NATIONAL SECURITY & Design 	February 9, 1982	Renewed	73349555
Vital Holdings, LLC	VITAL RECORDS CONTROL	August 20, 2010	Registered	85112200
Vital Holdings, LLC	VITALRF	August 23, 2010	Registered	85113181
Vital Holdings, LLC	VITALSCAN	August 23, 2010	Registered	85113121
Vital Holdings, LLC	VITALSHRED	August 20, 2010	Registered	85112207
Vital Holdings, LLC	VITALTRAC	August 23, 2010	Registered	85113201
Vital Holdings, LLC	VITALWEB	August 20, 2010	Registered	85112032
Vital Holdings, LLC	VRC	August 20, 2010	Registered	85112018
Vital Holdings, LLC	VRC VITAL RECORDS CONTROL & Design 	August 23, 2010	Registered	85113122