

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Health IP LLC		01/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87238208		
Serial Number:	87232068	TRUE HEALTH	
Registration Number:	5107816	TRUE HEALTH DIAGNOSTICS	
Serial Number:	85950273	DPMP UNDERSTANDING CARDIOMETABOLIC DISEA	
Serial Number:	85799713	HDL INC.	
Serial Number:	85799727	HDL INC. BEYOND DISEASE DIAGNOSIS	
Serial Number:	86051425		
Serial Number:	86544311		
Registration Number:	4630637	MY HEALTH COUNTS HEALTHDIAGNOSTICLABORAT	
Registration Number:	4375692	MYHDL.COM	
Registration Number:	3923150	REDUCE MY RISK	
Registration Number:	4112530	PREEMPTING DISEASE. CHANGING LIVES.	
Registration Number:	3862118	PREDX	
Registration Number:	4466598		
Registration Number:	3703306	HS-OMEGA-3 INDEX	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	50606/004
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	05/04/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of January 26, 2017, among Grantor party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, 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, 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 Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders, 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, together with any renewals or divisionals 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 United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or 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 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) 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 Guaranty and Collateral 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

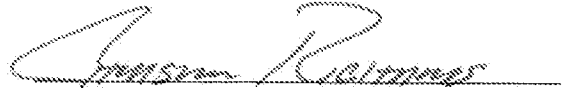
Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

TRUE HEALTH IP LLC,
a Delaware limited liability company,
as a Grantor

By:

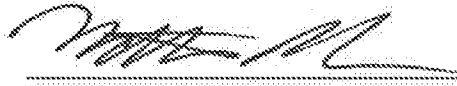


Name: Christian Richards

Title: Chief Financial Officer

ACKNOWLEDGED BY:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent








By: 

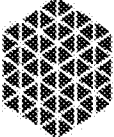
Name: Matthew R. Lane

Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Mark/Title	Registration or Application #	Date (Filing or Grant)
(DESIGN) 	87/238,208	11/15/2016
TRUE HEALTH	87/232,068	11/9/2016
TRUE HEALTH DIAGNOSTICS	5107816	12/27/2016
DPMP UNDERSTANDING CARDIOMETABOLIC DISEASE (and Design) 	85/950,273	6/4/2013
HDL INC. (and Design)	85/799,713	12/11/2012
HDL INC. BEYOND DISEASE DIAGNOSIS (and Design) 	85/799,727	12/11/2012
(MOLECULAR DESIGN) (Diagnostics Promotion) 	86/051,425	8/29/2013
(MOLECULAR DESIGN) (HDL Mobile App) 	86/544,311	2/24/2015
MY HEALTH COUNTS HEALTH DIAGNOSTIC LABORATORY INC. (and Design) 	4,630,637	11/4/2014
MYHDL.COM (AND DESIGN) 	4,375,692	7/30/2013

REDUCE MY RISK	3,923,150	2/22/2011
PREEMPTING DISEASE. CHANGING LIVES.	4,112,530	3/13/2012
PREDX	3,862,118	10/12/2010
(POLYGON DESIGN) 	4,466,598	1/24/2014
HS-OMEGA-3 INDEX	3,703,306	10/27/2009