

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Provant Health Solutions LLC		05/11/2017	Limited Liability Company: RHODE ISLAND

RECEIVING PARTY DATA

Name:	SWK Funding LLC
Street Address:	14755 Preston Rd., Ste. 105
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5040947	HUMOLOGIE
Registration Number:	5040799	HUMOLOGY
Registration Number:	5040685	HUMOLOGY+
Registration Number:	5040674	MYHUMOLOGY
Registration Number:	4655009	KNOWLEDGE+
Registration Number:	4627116	LIFE+
Registration Number:	4423337	D-STRESS
Registration Number:	3749351	PROVANT HEALTH

CORRESPONDENCE DATA

Fax Number: 2149649501

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.

Phone: 214.964.9413

Email: hunter.hullett@hklaw.com, tatyana.rozenberg@hklaw.com,
maureen.drews@hklaw.com

Correspondent Name: Hunter Hullett

Address Line 1: Holland & Knight LLP

Address Line 2: 200 Crescent Court, Suite 1600

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

NAME OF SUBMITTER:	Hunter Hullett
SIGNATURE:	/Hunter Hullett/
DATE SIGNED:	05/12/2017
Total Attachments: 16 source=Hooper Homes- IP Security Agreement#page1.tif source=Hooper Homes- IP Security Agreement#page2.tif source=Hooper Homes- IP Security Agreement#page3.tif source=Hooper Homes- IP Security Agreement#page4.tif source=Hooper Homes- IP Security Agreement#page5.tif source=Hooper Homes- IP Security Agreement#page6.tif source=Hooper Homes- IP Security Agreement#page7.tif source=Hooper Homes- IP Security Agreement#page8.tif source=Hooper Homes- IP Security Agreement#page9.tif source=Hooper Homes- IP Security Agreement#page10.tif source=Hooper Homes- IP Security Agreement#page11.tif source=Hooper Homes- IP Security Agreement#page12.tif source=Hooper Homes- IP Security Agreement#page13.tif source=Hooper Homes- IP Security Agreement#page14.tif source=Hooper Homes- IP Security Agreement#page15.tif source=Hooper Homes- IP Security Agreement#page16.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2017 (as may be amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), made by HOOPER HOLMES, INC., a New York corporation (the “**Borrower**”), and each other Person signatory hereto as a “**Grantor**” as provided herein, collectively, the “**Grantors**” and each a “**Grantor**”), in favor of SWK FUNDING LLC, a Delaware limited liability company, as collateral agent (in such capacity, “**Agent**”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, Agent and the financial institutions party thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), Agent and Lenders have agreed to make certain financial accommodations available to Grantor, and Grantor has granted a security interest to Agent, for the benefit of Lenders, in, among other things, all right, title and interest of each Grantor in, to and under all of each Grantor’s Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with Agent as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) Definitions of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“**Copyrights**” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“**Copyright Licenses**” shall mean all written agreements naming any Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to “shrink-wrap” or “click-through” software licenses).

“**Credit Agreement**” shall have the meaning assigned to such term in the recitals of this Agreement.

“Intellectual Property” shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents; Mask Works; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Mask Works” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to mask works or similar rights available for the protection of semiconductor chips.

“Patents” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to each Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

“Trademarks” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of each Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

“**Trademark Licenses**” shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest.

To secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Lenders, a lien and security interest in such Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor’s right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor’s business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”); provided, that the IP Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement).

3. Protection of Intellectual Property by Grantor.

Each Grantor shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 5.7 of the Guarantee and Collateral Agreement in respect to the Intellectual Property.

4. Representations and Warranties.

Each Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all registered or applied-for Intellectual Property in which each Grantor purports to have an ownership or license interest.

(b) Such Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(c) If such Grantor amends its name, such Grantor shall provide copies of such amendment documentation to Agent and shall re-register such Grantor’s Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Liens.

5. No Violation of Credit Agreement.

The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as “IP Collateral” within the meaning of this Agreement.

(b) Upon the request of Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent’s security interest in any IP Collateral and the goodwill of any Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, or the United States Copyright Office or any similar office), and any Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Grantor’s Rights to Enforce Intellectual Property.

Prior to Agent’s giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, such Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by such Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by such Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, shall be applied in accordance with the Credit Agreement and the Guarantee and Collateral Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to any Grantor may terminate or limit such Grantor’s rights under this Section 7.

8. Agent’s Actions to Protect Intellectual Property.

Pursuant to and in accordance with the Credit Agreement, Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in such Grantor’s place and stead and/or in Agent’s own right with respect to the rights and obligations of such Grantor under Section 3, Section 6 and Section 7 of this Agreement.

9. Rights Upon Default.

Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Credit Agreement.

10. Agent as Attorney In Fact.

(a) Each Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are paid in full.

(c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.

11. Agent's Rights.

Upon an Event of Default and during the continuance thereof, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. No Limitation; Loan Documents.

This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Lender, under the Guarantee and Collateral Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.

13. Termination; Release of IP Collateral.

This Agreement and all obligations of each Grantor and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full. Upon termination

of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Credit Agreement or the Guarantee and Collateral Agreement or as otherwise reasonably requested by Grantor to release its security interest in the IP Collateral.

14. Binding Effect; Benefits.

This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

15. GOVERNING LAW.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE).

16. Counterparts.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in “.pdf” format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. Copy of Agreement.

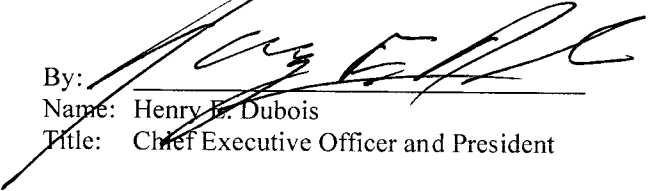
Each Grantor acknowledges receipt of a signed copy of this Agreement.

[Remainder of page intentionally blank; signature page follows.]

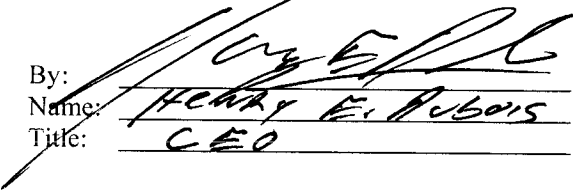
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

GRANTOR:

HOOPER HOLMES, INC.,
a New York corporation

By: 
Name: Henry E. Dubois
Title: Chief Executive Officer and President

PROVANT HEALTH SOLUTIONS, LLC,
a Rhode Island limited liability company

By: 
Name: HENRY E. DUBOIS
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#49666863

TRADEMARK
REEL: 006059 FRAME: 0412

AGENT:

SWK FUNDING LLC

By: SWK Holdings Corporation, its sole
Manager

By:

Name: Winston Black

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'Winston Black', is written over a horizontal line. The signature is stylized and cursive.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#49666863

TRADEMARK
REEL: 006059 FRAME: 0413

Schedule I

Licenses

Licensed Software

AppDynaiaics
AssureBridge
Atlassian
Kenai Design Studio (WMS)
Navigate Wellness, LLC, d/b/a Live Health America (LHA)
Orbeon, Inc.
Qlik Tech Inc.
Rackspace
Xtivia Inc / Liferay
Iron. Io
MailGun
MySql Clustering
Nprinting
Barracuda
Healthwise, Incorporated
SilkRoad Technology, Inc.
Wellness Layers, Inc.
Fpweb.net LC
McKesson Health Solutions
Wellsource
Health Enhancement Systems
Salesforce.com
Vital
Microsoft SQL Server
Redhat Linux
Microsoft Office 365
Zipongo

Licensed Open Source Products

Name of Software Tool	Name of Open Source License
Angular.UI.Bootstrap	MIT Open Source License
Angularjs	MIT Open Source License
Antlr	BSD
AutoMapper	MIT Open Source License
AWSSDK	Apache
Bootstrap	MIT Open Source License
BouncyCastle	MIT Open Source License
Castle.Core	MIT Open Source License
chosen	MIT Open Source License
dotless	Apache

DotNetOpenAuth	Microsoft Public License
DropDownList.Optgroup.MVC	Microsoft Public License
dropzone	MIT
DynamicQuery	MS-PL (Microsoft Public License)
Elmah	Apache
EnterpriseLibrary	MS-PL
EPPlus	GNU
font-awesome	GPL
Glimpse	Apache
Handlebars	https://github.com/wycats/handlebars.js/blob/master/LICENSE
html5shiv	MIT and GPL
jose-jwt	Apache
Jq.Grid	http://creativecommons.org/licenses/by-nc/3.0/
Jquery	Apache
jQuery.UI	Apache
jQuery.Validation	Apache
json2	http://www.json.org/license.html
knockoutjs	MIT
Liferay	https://www.liferay.com/downloads/ee-license
LINQKit	http://www.albahari.com/nutshell/linqkit.aspx
log4net	Apache
MigratorDotNet	Apache
Modernizr	MIT
Moment.js	MIT
MvcCheckBoxList	CPOL (Code Project Open License)
MvcSiteMapProvider	MS-PL
MySQL	http://www.mysql.com/about/legal/licensing/oen/
Newtonsoft.Json	GNU
Node.js	https://github.com/nodejs/node/blob/master/LICENSE
Npm	https://www.npmjs.com/policies/terms
Nuget	Apache
NUnit	Open Source zlib/libpng
PagedList	MIT
Postal.Mvc5	MIT
RazorEngine	Apache
Respond	MIT
RestSharp	Apache
Selenium	Apache
SpecFlow	http://specflow.org/plus/licensing/
Spire.BarCode	https://www.e-iceblue.com/Tutorials/Licensing/License-Agreement.html
Spring Framework	https://github.com/spring-projects/spring-framework/blob/master/README.md

SCHEDULE I TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

#49666863

TRADEMARK
REEL: 006059 FRAME: 0415

Swashbuckle	https://github.com/domaindrivendev/Swashbuckle/blob/master/LICENSE
Tomcat	http://www.apache.org/licenses/LICENSE-2.0
WebGrease	Apache
X.PagedList	MIT


Copyrights

Work	Copyright No.	Claimant
Mature Assessment	TX0006917890	Hooper Holmes, Inc.

Patents

None.

Trademarks

Mark	Registration Number/Date	Registration Date	Owner
HOOPER HOLMES	2,438,158	March 27, 2001	Hooper Holmes, Inc.
	3,559,666	January 13, 2009	Hooper Holmes, Inc.
HEALTHDEX	2079142	July 15, 1997	Hooper Holmes, Inc.
PROACTIVE HEALTH ASSESSMEN	3834031	August 17, 2010	Hooper Holmes, Inc.
Humologie	5040947	September 13, 2016	Provant Health Solutions, LLC
Humology	5040799	September 13, 2016	Provant Health Solutions, LLC
Humology+	5040685	September 13, 2016	Provant Health Solutions, LLC
myHumology	5040674	September 13, 2016	Provant Health Solutions, LLC
Knowledge+	4655009	December 15, 2014	Provant Health Solutions, LLC

Life+	4627116	October 28, 2014	Provant Health Solutions, LLC
D-Stress	4423337	October 22, 2013	Provant Health Solutions, LLC
PROVANT HEALTH	3749351	February 16, 2010	Provant Health Solutions, LLC

Mask Works

None.