

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eliza Corporation		05/17/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Collateral Agent		
<b>Street Address:</b>	1615 Brett Road, OPS III		
<b>Internal Address:</b>	Attn: Loan Agency Team		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2845364	A HEALTHY DISCUSSION	
<b>Registration Number:</b>	3128298	ELIZA	
<b>Registration Number:</b>	3125723	ELIZA	
<b>Registration Number:</b>	3049377	ELIZA	
<b>Registration Number:</b>	4178375	THE UNMENTIONABLES	
<b>Registration Number:</b>	4179435	EEI	
<b>Registration Number:</b>	4179439	ELIZA ENGAGEMENT INDEX (EEI)	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	DUSAN CLARK, ESQ.		
<b>Address Line 1:</b>	SIDLEY AUSTIN LLP		
<b>Address Line 2:</b>	2021 MCKINNEY AVE., SUITE 2000		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	67992-30020		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		

CH \$190.00 2845364

<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	05/19/2017
<b>Total Attachments: 5</b> source=hms trademark security agreement executed#page1.tif source=hms trademark security agreement executed#page2.tif source=hms trademark security agreement executed#page3.tif source=hms trademark security agreement executed#page4.tif source=hms trademark security agreement executed#page5.tif	

## Trademark Security Agreement

Trademark Security Agreement, dated as of May 17, 2017 by ELIZA CORPORATION (the "Pledgor"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement as of December 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnification obligations not yet due and payable, obligations under clauses (b) and (c) of the definition of Obligations, and LC Exposure that has been cash collateralized) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

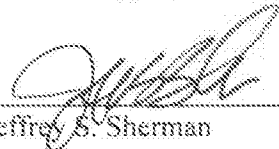
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

ELIZA CORPORATION

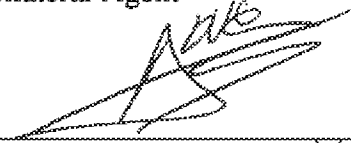
By:  \_\_\_\_\_

Name: Jeffrey S. Sherman

Title: Executive Vice President, Chief Financial  
Officer and Treasurer

Accepted and Agreed:

CITIBANK, N.A.,  
as Collateral Agent

By: 

Alvaro De Velasco  
Vice President  
(212) 815-4312

Name: Alvaro De Velasco  
Title: Vice-President

**Schedule I**  
**Trademarks**

**UNITED STATES TRADEMARKS**

**Registrations:**

<u>Trademark Name</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Number</u>
A HEALTHY DISCUSSION	Eliza Corporation	January 5, 2001	76/190108	2845364
ELIZA	Eliza Corporation	November 26, 2001	76/341804	3128298
ELIZA AND DESIGN	Eliza Corporation	July 23, 2004	78/455771	3125723
ELIZA (AND DESIGN)	Eliza Corporation	July 23, 2004	78/455822	3049377
THE UNMENTIONABLES IC 42	Eliza Corporation	October 19, 2011	85/450750	4178375
E EI	Eliza Corporation	December 22, 2011	85/502001	4179435
ELIZA ENGAGEMENT INDEX (EEI) IC 35	Eliza Corporation	December 22, 2011	85/502600	4179439