

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429774

<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>
OURHEALTH, LLC		04/26/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITE OAK HEALTHCARE FINANCE, LLC		
<b>Street Address:</b>	900 THIRD AVENUE		
<b>Internal Address:</b>	18TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4191248	OURHEALTH	
<b>Registration Number:</b>	5003712	MY CLINIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	06/02/2017		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 26, 2017, is made by **OURHEALTH, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **WHITE OAK HEALTHCARE FINANCE, LLC** ("White Oak"), as administrative agent for the Lenders referred to below (in such capacity, together with its successors and permitted assigns, "Agent") for all Lenders (as defined in the Loan Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of April 26, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantor has granted, pursuant to the Loan Agreement, to Agent a security interest in all of the Grantor's Intellectual Property (as defined therein); other than Excluded Property (as defined therein); and

**WHEREAS**, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement to Agent, for itself and the ratable benefit of the Lenders, in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for itself and the ratable benefit of the Lenders, and grants to Agent for itself and the ratable benefit of the Lenders a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, provided that the trademark collateral shall not include the Excluded Property (the "Trademark Collateral"):

- (a) all of its Trademarks and all licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and products at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, any claims by Grantor against third parties, and all rights to sue and recover at law or in equity, for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for itself and the ratable benefit of the Lenders, pursuant to the Loan Agreement and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or in "pdf" format through electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), 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.

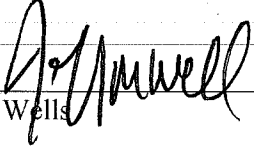
Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**OURHEALTH, LLC**, an Indiana limited liability  
company,  
as Grantor

By:   
Name: Jeffrey M. Wells  
Title: President

**ACCEPTED AND AGREED**

as of the date first above written:

**WHITE OAK HEALTHCARE FINANCE, LLC,**

as Agent

By: 

Name: Jason M. Dufour

Title: Managing Director

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**US TRADEMARKS**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>FILED</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>OURHEALTH</b>	85135724	September 22, 2010	4191248	August 14, 2012
<b>MY CLINIC</b>	86024360	July 31, 2013	5003712	July 19, 2016