

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELLTRAK TECHNOLOGIES, INC.		06/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BOATHOUSE CAPITAL II LP, AS AGENT		
Street Address:	353 W. LANCASTER AVENUE, SUITE 200		
Internal Address:	ATTENTION: WILLIAM J. DYER		
City:	WAYNE		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4706045	CONNECTED WITH CARE	
Registration Number:	4665422	CELLTRAK	
Registration Number:	4580598	MOBILEEMR	
Registration Number:	4580597	MAPHACC	
Registration Number:	4426240	CELLTRAK CAREMANAGER	
Registration Number:	4463405	CELLTRAK VISITMANAGER	
Registration Number:	4459739	CELLTRAK TIMEMANAGER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	056020-0009		
NAME OF SUBMITTER:	KRISTIN J AZCONA		

OP \$190.00 4706045

SIGNATURE:	/KJA/
DATE SIGNED:	06/27/2017
Total Attachments: 6 source=CellTrak Technologies - Trademark Security Agreement#page1.tif source=CellTrak Technologies - Trademark Security Agreement#page2.tif source=CellTrak Technologies - Trademark Security Agreement#page3.tif source=CellTrak Technologies - Trademark Security Agreement#page4.tif source=CellTrak Technologies - Trademark Security Agreement#page5.tif source=CellTrak Technologies - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), between each of **CELLTRAK TECHNOLOGIES, INC.**, a Delaware corporation (the “Borrower”) and **CELLTRAK CANADA INC.**, an Ontario, Canada corporation (“CellTrak Canada” and, together with the Borrower, each, a “Grantor” and, collectively, the “Grantors”) and **BOATHOUSE CAPITAL II LP** (“Boathouse”), in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are parties to a Loan and Security Agreement, between the Grantors and Boathouse, in its capacity as administrative agent for the Lenders and as collateral agent for the Secured Parties, dated as of June 26, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”) pursuant to which the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below), and are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent premises and to induce the Secured Parties to enter into the Loan and Security Agreement, the Grantors hereby agree with the Agent, as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals or any or all of such Obligations):

(a) (i) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, (ii) all registrations and applications for any of the foregoing, including, but not limited to the

registrations and applications referred to on Schedule I hereto (iii) all extensions or renewals of any of the foregoing, (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (v) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 Agent for the benefit of the Secured Parties pursuant to the Loan and Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and 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 Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

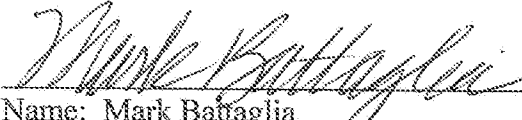
SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The submission of a signature page transmitted by facsimile (or similar electronic transmission facility, including PDF via email) shall be considered as an "original" signature page for purposes of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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

CELLTRAK TECHNOLOGIES, INC.

By: 
Name: Mark Battaglia
Title: Chief Executive Officer and
President

CELLTRAK CANADA INC.

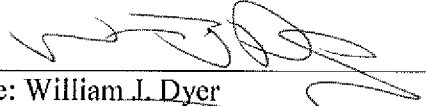
By: 
Name: Mark Battaglia
Title: Chief Executive Officer and
President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006091 FRAME: 0872

BOATHOUSE CAPITAL II LP,
as Agent

By: BOATHOUSE CAPITAL II GP, LLC,
its General Partner

By: 
Name: William J. Dyer
Title: Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Name	Application No.	File Date	Registration Date	Status	Country
CONNECTED WITH CARE	1509869	Jan. 4, 2011	11-May-16	Registered, TMA937,513	Canada
CELLTRAK	1509870	Jan. 4, 2011	11-May-16	Registered, TMA937,501	Canada
CONNECTED WITH CARE (Standard characters)	85/205532	July 1, 2011	24-Mar-15	Registered, U.S. Reg. No. 4706045	U.S.
CELLTRAK	1432477	June 22, 2011	17-Oct-11	Registered, Australia Reg. No. 1432477	Australia
CELLTRAK	85/205536	Dec. 24, 2010	6-Jan-15	Registered, U.S. Reg. No. 4665422	U.S.
CONNECTED WITH CARE	9646118	Jan. 7, 2011	15-Jun-11	Registered, CTM Reg. No. 9646118	European Community
CELLTRAK	9646159	Jan. 7, 2011	N/A	Withdrawn per agreement with Celltrak Ltd. of Ireland. Must decide whether to file "CellTrak Technologies" application in European Community. Need to discuss compliance with agreement.	European Community
MobileEMR	85/606325	Apr. 24, 2012	5-Aug-14	Registered, U.S. Reg. No. 4580598	U.S.
MAPHACC	85/606312	April 24, 2012	5-Aug-14	Registered, U.S. Reg. No. 4580597	U.S.
CELLTRAK CAREMANAGER	1575544	April 30, 2012	31-May-16	Registered, TMA933,058	Canada
CELLTRAK CAREMANAGER	85/606298	April 24, 2012	29-Oct-13	Registered, U.S. Reg. No. 4426240	U.S.
CELLTRAK VISITMANAGER	1575547	April 30, 2012	31-May-16	Registered, TMA933,059	Canada

Trademark Name	Application No.	File Date	Registration Date	Status	Country
CELLTRAK VISITMANAGER	85/606323	April 24, 2012	7-Jan-14	Registered, U.S. Reg. No. 4463405	U.S.
CELLTRAK TIMEMANAGER	1575543	April 30, 2012	31-May-16	Registered, TMA933,057	Canada
CELLTRAK TIMEMANAGER	85/606308	April 24, 2012	31-Dec-13	Registered, U.S. Reg. No. 4459739	U.S.
CELLTRAK FORMSMANAGER	86/314220	June 19, 2014	N/A	Pending - Notice of Allowance issued August 4, 2015; extendible deadline to file a statement of use or extension of time for class 9 is August 4, 2017; final deadline is August 4, 2018.	U.S.