

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teladoc, Inc.		07/14/2017	Corporation: DELAWARE
Best Doctors, Inc.		07/14/2017	Corporation: DELAWARE
HY Holdings, Inc.		07/14/2017	Corporation: DELAWARE
Stat Health, LLC		07/14/2017	Limited Liability Company: DELAWARE
Rise Health, Inc.		07/14/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent and Grantee
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4418777	THE BEST DOCTORS IN AMERICA
Registration Number:	4242207	WHEN YOU NEED TO BE ABSOLUTELY SURE.
Registration Number:	2218424	BEST DOCTORS
Registration Number:	3104602	BEST DOCTORS
Registration Number:	3297547	BEST DOCTORS
Registration Number:	2655393	BEST DOCTORS INFORMATION WHEN IT MATTERS
Registration Number:	2647888	
Registration Number:	3992218	INTERCONSULTATION
Registration Number:	4310792	FINDBESTDOC
Registration Number:	4526163	BEST DOCTORS
Registration Number:	4534311	THE REINVENTION OF RIGHT
Registration Number:	4246403	RISE HEALTH
Registration Number:	4029296	STAT DOCTORS
Registration Number:	4026705	GETTING BETTER JUST GOT EASIER
Registration Number:	4119044	STAT DOCTORS GETTING BETTER JUST GOT EAS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4898811	E-HOUSECALL
Registration Number:	3991490	AMERIDOC
Registration Number:	3804787	HEALTHIEST YOU
Registration Number:	3990956	TELADOC
Registration Number:	3873546	TELADOC
Registration Number:	4388732	TELADOC CONNECT
Registration Number:	4192029	TELADOC CONNECT
Registration Number:	4377267	TELADOC CONNECT
Registration Number:	4899251	TELADOC
Registration Number:	4899252	TELADOC
Serial Number:	86786940	CIRRUS
Serial Number:	86786937	CIRRUS
Serial Number:	87157336	HEALTHIESTYOU

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F171381

NAME OF SUBMITTER: Rick Harrison

SIGNATURE: /Rick Harrison/

DATE SIGNED: 07/14/2017

Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BEST DOCTORS, INC., a Delaware corporation, having its chief executive office at 60 State Street, Suite 600, Boston, Massachusetts 02109, RISE HEALTH, INC., a Delaware corporation, having its chief executive office at 60 State Street, Suite 600, Boston, Massachusetts 02109, STAT HEALTH, LLC (successor by merger to Stat Health Services, Inc.), a Delaware limited liability company, having its chief executive office at 2 Manhattanville Road, Suite 203, Purchase, New York 10577, TELADOC, INC., a Delaware corporation, having its chief executive office at 2 Manhattanville Road, Suite 203, Purchase, New York 10577, and HY HOLDINGS, INC., a Delaware corporation, having its chief executive office at 2 Manhattanville Road, Suite 203, Purchase, New York 10577 (each a "Grantor" and collectively the "Grantors"), hereby grant to JEFFERIES FINANCE LLC, as Collateral Agent (the "Grantee"), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantors' rights, titles and interests in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantors' rights to all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing:

- (i) the goodwill of the business symbolized thereby or associated therewith;
- (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office and including, without limitation, the registrations and applications referred to in Schedule A hereto;
- (iii) all extensions and renewals thereof;
- (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof;
- (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and
- (vi) all other rights corresponding thereto throughout the world; provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of July 14, 2017, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.


The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Trademarks.

This Grant of Security Interest in United States Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.


This Grant of Security Interest in United States Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Trademarks as of the day and year first above written.

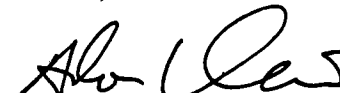
TELADOC, INC.

By: 
Name: Adam Vandervoort
Title: Chief Legal Officer and Secretary

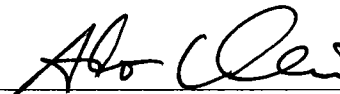
BEST DOCTORS, INC.

By: 
Name: Adam Vandervoort
Title: Secretary


HY HOLDINGS, INC.

By: 
Name: Adam Vandervoort
Title: Secretary

STAT HEALTH, LLC

By: 
Name: Adam Vandervoort
Title: Secretary

RISE HEALTH, INC.

By: 
Name: Adam Vandervoort
Title: Secretary

Agreed and Accepted:

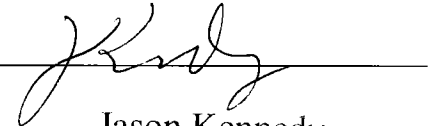
JEFFERIES FINANCE LLC,

as Collateral Agent and Grantee

By:

Name:

Title:

A handwritten signature in cursive script, appearing to read "JK", is written over a horizontal line.

Jason Kennedy
Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006105 FRAME: 0821

SCHEDULE A to Trademark Security Agreement

REGISTERED TRADEMARKS

Mark Name	Owner	Status	App Number	App Date	Reg Number	Reg Date
THE BEST DOCTORS IN AMERICA	Best Doctors, Inc.	Registered	77684671	3/5/2009	4418777	10/15/2013
WHEN YOU NEED TO BE ABSOLUTELY SURE.	Best Doctors, Inc.	Registered	77552343	8/21/2008	4242207	11/13/2012
BEST DOCTORS	Best Doctors, Inc.	Registered	75338651	8/11/1997	2218424	1/19/1999
BEST DOCTORS	Best Doctors, Inc.	Registered	78193354	12/11/2002	3104602	6/13/2006
BEST DOCTORS & Star-in-Cross Design	Best Doctors, Inc.	Registered	78850451	3/30/2006	3297547	9/25/2007
BEST DOCTORS INFORMATION WHEN IT MATTERS MOST	Best Doctors, Inc.	Registered	75936380	3/8/2000	2655393	12/3/2002
Star-in-Cross Design	Best Doctors, Inc.	Registered	75936379	3/6/2000	2647888	11/12/2002
INTERCONSULTATION	Best Doctors, Inc.	Registered	85045432	5/21/2010	3992218	7/12/2011
FINDBESTDOC	Best Doctors, Inc.	Registered	85443567	10/10/2011	4310792	3/26/2013
BEST DOCTORS	Best Doctors, Inc.	Registered	85443563	10/10/2011	4526163	5/6/2014
THE REINVENTION OF RIGHT	Best Doctors, Inc.	Registered	85755880	11/26/2012	4534311	5/20/2014
RISE HEALTH	Rise Health, Inc.	Registered	85021475	4/23/2010	4246403	11/20/2012
STAT DOCTORS	Stat Health Services Inc. ¹	Registered	77814713	8/27/2009	4029296	9/20/2011
GETTING BETTER JUST GOT EASIER	Stat Health Services, Inc.	Registered	77904349	1/4/2010	4026705	9/13/2011
STAT DOCTORS GETTING BETTER JUST GOT EASIER	Stat Health Services, Inc.	Registered	77959080	3/15/2010	4119044	3/27/2012
E-HOUSECALL	Stat Health Services, Inc.	Registered	85132171	9/17/2010	4898811	2/9/2016
AMERIDOC	Teladoc, Inc.	Registered	77669318	2/12/2009	3991490	7/12/2011
HEALTHIEST YOU	Teladoc, Inc.	Registered	77823069	9/9/2009	3804787	6/15/2010
TELADOC	Teladoc, Inc.	Registered	85003993	4/1/2010	3990956	7/5/2011
TELADOC	Teladoc, Inc.	Registered	85009600	4/8/2010	3873546	11/9/2010
TELADOC CONNECT	Teladoc, Inc.	Registered	85447990	10/14/2011	4388732	8/20/2013
TELADOC CONNECT	Teladoc, Inc.	Registered	85515434	1/12/2012	4192029	8/14/2012
TELADOC CONNECT	Teladoc, Inc.	Registered	85522594	1/23/2012	4377267	7/30/2013
TELADOC	Teladoc, Inc.	Registered	86401420	9/22/2014	4899251	2/9/2016
TELADOC	Teladoc, Inc.	Registered	86401430	9/22/2014	4899252	2/9/2016

TRADEMARK APPLICATIONS

Mark Name	Owner	Status	Application Number	Filing Date
CIRRUS	Best Doctors, Inc.	Pending	86786940	10/13/2015
CIRRUS (Stylized) & Design	Best Doctors, Inc.	Pending	86786937	10/13/2015
HEALTHIESTYOU	HY Holdings, Inc.	Pending	87157336	8/31/2016

¹ Stat Health, LLC is the successor by merger to Stat Health Services, Inc.