

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INETICO Acquisition, LLC		08/16/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3328711	INETICARE	
Registration Number:	3328712	INETICO	
Registration Number:	3333974	INETIPASS	
Registration Number:	4768751	MYINETIPLAN	
Registration Number:	4532810	OCTANE WELLNESS, SUSTAINABLE LIFE FUEL	
Registration Number:	4522021	PAR 3 MEDICARE BASED REASONABLE REIMBURS	
Registration Number:	4521286	PAR3	
Registration Number:	5203341	IRECOVERY	
Registration Number:	5216693	MYCUSTOMCHEMO	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		

CH \$240.00 3328711

ATTORNEY DOCKET NUMBER:	51285-32690
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/16/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“*Trademark Security Agreement*”), dated as of August 16, 2017, is made by INETICO Acquisition, LLC, a Delaware limited liability company, (“*Grantor*”), in favor of SILICON VALLEY BANK, as Administrative Agent (“*Administrative Agent*”) pursuant to that certain Guarantee and Collateral Agreement, dated as of August 16, 2017 (“*Guarantee*”), as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee.

RECITALS

Reference is made to the Credit Agreement, dated as of August 16, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among UCS Holdings, Inc., a Delaware corporation, the Grantor, United Claim Solutions, LLC, a Delaware limited liability company (United and together with Grantor, each a “*Borrower*” and together the “*Borrowers*”), the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), and Administrative Agent.

Pursuant to the Credit Agreement, Administrative Agent agreed to extend credit to Grantor in the amounts and manner set forth in the Credit Agreement. Administrative Agent is willing to extend such credit only upon the condition, among others, that Grantor grant to Administrative Agent a security interest in the Collateral (as defined in the Credit Agreement) pursuant to the Guarantee, including certain Trademarks to secure the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to its Intellectual Property (including without limitation those Trademarks listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, the goodwill of the businesses with which the Trademarks are associated, and all rights corresponding thereto throughout the world and all renewals and extensions thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, Guarantee and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of

Administrative Agent provided for herein or in the Credit Agreement, Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Credit Agreement, the Guarantee or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

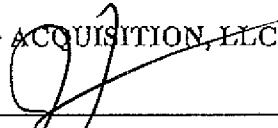
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

[Signatures on next pages]

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

GRANTOR:

INETICO ACQUISITION, LLC

By:  _____

Name: Joshua M. Carder

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

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

BANK:

SILICON VALLEY BANK

By: 

Name: Peter Freyer

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006131 FRAME: 0219**

EXHIBIT A

Trademarks

U.S. Trademark Registrations

Grantor¹	Mark	Reg. Date	Serial No/Reg. No
Inetico, Inc.	INETICARE	November 6, 2007	77111437/3328711
Inetico, Inc.	INETICO	November 6, 2007	77111445/3328712
Inetico, Inc.	INETIPASS	November 13, 2007	77111441/3333974
Inetico, Inc.	MYINETIPLAN	July 7, 2015	86481519/4768751
Inetico, Inc.	OCTANE WELLNESS, SUSTAINABLE LIFE FUEL	May 20, 2014	86060035/4532810
Inetico, Inc.	PAR 3 MEDICARE BASED REASONABLE REIMBURSEMENT RATES and Design 	April 29, 2014	86105840/4522021
Inetico, Inc.	PAR3	April 29, 2014	86060086/4521286
Inetico, Inc.	IRECOVERY	May 16, 2017	87086571/5203341
Inetico, Inc.	MYCUSTOMCHEMO	June 6, 2017	87089383/5216693

¹ Transfer of trademark properties from Inetico, Inc. to INETICO Acquisition, LLC is pending.