

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDSAVE INC.		09/13/2017	Corporation: DELAWARE
MDSAVE SHARED SERVICES INC.		09/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5277427	FEELS BETTER ALREADY	
Serial Number:	87010620	MD SAVE FEELS BETTER ALREADY	
Registration Number:	5232744	FEELS BETTER ALREADY	
Registration Number:	4859201	SPEND LESS, FEEL BETTER	
Registration Number:	4719885	MDSAVE	
Registration Number:	4716276	MDSAVE	
Registration Number:	4719881	MDSAVE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		

CH \$190.00 5277427

ATTORNEY DOCKET NUMBER:	036703-1891 MDSAVE
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	09/18/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of September 13, 2017 by and between **COMERICA BANK**, a Texas Banking Association (“**Bank**”) and **MDSAVE INC.**, a Delaware corporation (“**Parent**”) and **MDSAVE SHARED SERVICES INC.**, a Delaware corporation (“**Shared Services**”); together with Parent, are each a “**Grantor**” and collectively, the “**Grantors**”; each reference to “**Grantor**” or “**Grantors**” in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), 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, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]

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

GRANTORS:

Address of Grantor:

MDSAVE INC.

100 Winners Circle North, Suite 202
Brentwood, TN 37027
Attn: Paul Ketchel

By: Paul J. Ketchel III
Name: Paul J. Ketchel III
Title: CEO

Address of Grantor:

MDSAVE SHARED SERVICES INC.

c/o MDSave Inc.
100 Winners Circle North, Suite 202
Brentwood, TN 37027
Attn: Paul Ketchel

By: Paul J. Ketchel III
Name: Paul J. Ketchel III
Title: CEO

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

By: _____
Name: _____
Title: _____

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

GRANTORS:

Address of Grantor:

MDSAVE INC.

100 Winners Circle North, Suite 202
Brentwood, TN 37027
Attn: _____

By: _____
Name: _____
Title: _____

Address of Grantor:

MDSAVE SHARED SERVICES INC.

c/o MDSave Inc.
100 Winners Circle North, Suite 202
Brentwood, TN 37027
Attn: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 W. Six Mile Rd.
Mail Code 7578
Livonia, MI 48152


By:  _____
Name: Walter West
Title: VP

EXHIBIT A

Copyrights

Description	Registration Number	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Owner	Description	Patent / Application Number	Issue / Application Date
Shared Services	Network-based marketplace service for facilitating purchases of services and products	9,123,072	09/01/15
Shared Services	Network-based marketplace service for facilitating purchases of bundled services and products	14/874,004	10/02/15
Shared Services	Network-based marketplace service for facilitating purchases of bundled services and products	14/750,081	06/25/15
Shared Services	Network-based marketplace service for facilitating purchases of bundled services and products	14/827,026	08/14/15
Shared Services	Network-based marketplace service for facilitating purchases of bundled services and products	15/055,076	02/26/16

EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Parent	FEELS BETTER ALREADY	5,277,427	08/29/17
Parent	MD SAVE FEELS BETTER ALREADY	87/010,620	04/22/16
Parent	FEELS BETTER ALREADY	5,232,744	06/27/17
Parent	SPEND LESS, FEEL BETTER	4,859,201	11/24/15
Parent	MDSAVE	4,719,885	04/14/15
Parent	MDSAVE	4,716,276	04/07/15
Parent	MDSAVE	4,719,881	04/14/15