

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453249

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Second Lien Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell International, Inc.		12/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	4542190	DECISIONPOINT	
Registration Number:	3351277	CLAIMIQ	
Registration Number:	2680869	MITCHELL1	
Registration Number:	2690630	MITCHELL1	
Registration Number:	2804257	NAGS	
Registration Number:	2526051	TRUCKEST	
Registration Number:	2614472	GLASSMATE	
Registration Number:	1777071	DECISION POINT	
Registration Number:	1980882	ULTRA MATE	
Registration Number:	1900506	GLASSMATE	
Registration Number:	1211533	NAGS	
Registration Number:	1680985	MITCHELL	
Registration Number:	1374721	MITCHELL	
Registration Number:	0277709	NATIONAL AUTO GLASS SPECIFICATIONS	
Serial Number:	87652740	(M)POWERING BETTER OUTCOMES	
Registration Number:	4171592	AUTORX	
Serial Number:	87506970	AUTOTRIGGERS	
Registration Number:	3705087	BILLCHEK	
Registration Number:	3172670	CHARGE VALIDATION ANALYSIS	

OP \$1315.00 4542190

Property Type	Number	Word Mark
Registration Number:	4171600	COMPTODAY
Registration Number:	4256359	AUTORX
Registration Number:	4171636	COMPTODAY
Registration Number:	4040119	INTEGRATED PRESCRIPTION SOLUTIONS
Registration Number:	4802037	M
Registration Number:	4597680	
Registration Number:	2959224	Q
Registration Number:	4542564	SQUARE 1 SOLUTIONS NEGOTIATING THE COST
Registration Number:	3199781	FAIRPAY
Registration Number:	3235708	FAIRPAY SOLUTIONS
Registration Number:	3456184	FINDING THE FAIR COST OF CARE
Registration Number:	4589178	IMPLANTRX
Registration Number:	4007700	INTEGRATED PRESCRIPTION SOLUTIONS
Registration Number:	4951054	JORDANRESES
Registration Number:	2867665	JORDANRESES
Registration Number:	4976790	JORDAN-RESES PRESCRIPTION CENTER
Registration Number:	2725978	JORDAN-RESES PRESCRIPTION CENTER
Registration Number:	4397979	KNOWLEDGEABLE PROVIDER NEGOTIATION
Registration Number:	4037938	KPN SERVICES
Serial Number:	87601973	M
Registration Number:	4802036	MITCHELL
Serial Number:	87601967	MITCHELL
Serial Number:	87210057	MITCHELL MOSAIC
Registration Number:	2934654	QMEDTRIX
Registration Number:	2935941	QMEDWORX
Serial Number:	87489684	REPAIRCENTER
Registration Number:	5235487	SCRIPTADVISOR
Registration Number:	4655320	SMARTADVISOR
Serial Number:	87170184	SMARTPRICE
Registration Number:	4672360	SQUARE ONE SOLUTIONS
Registration Number:	4597656	TRUEDRG
Serial Number:	87651062	WIGS
Serial Number:	87557219	WORKCENTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/05/2017

Total Attachments: 9

source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page1.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page2.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page3.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page4.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page5.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page6.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page7.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page8.tif
source=15. Mitchell - Second Lien Grant of Security Interest in Trademarks#page9.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mitchell International, Inc.

- Individual(s)
- Partnership
- Corporation, State: DE
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 1, 2017

- Assignment
- Security Agreement
- Other Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Jefferies Finance LLC, as Collateral Agent

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

52

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

December 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 1, 2017, is made by MITCHELL INTERNATIONAL, INC., a Delaware corporation (the "Grantor" and "Borrower"), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIH PARENT, INC., a Nevada corporation ("Holdings"), the Borrower, the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") KKR LOAN ADMINISTRATION SERVICES LLC, as administrative agent and JEFFERIES FINANCE LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 1, 2017 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

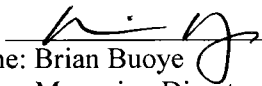
7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MITCHELL INTERNATIONAL, INC.,
as the Grantor

By: 
Name: Elias Olmesta
Title: Treasurer

JEFFERIES FINANCE LLC,
as the Collateral Agent

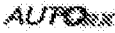
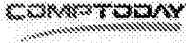





By:  _____
Name: Brian Buoye
Title: Managing Director

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006220 FRAME: 0930

SCHEDULE A**U.S. Trademark Registrations and Applications**

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	4542190	DECISIONPOINT
Mitchell International, Inc.	3351277	CLAIMIQ
Mitchell International, Inc.	2680869	MITCHELL1
Mitchell International, Inc.	2690630	MITCHELL1
Mitchell International, Inc.	2804257	NAGS
Mitchell International, Inc.	2526051	TRUCKEST
Mitchell International, Inc.	2614472	GLASSMATE
Mitchell International, Inc.	1777071	DECISION POINT
Mitchell International, Inc.	1980882	ULTRA MATE
Mitchell International, Inc.	1900506	GLASSMATE
Mitchell International, Inc.	1211533	NAGS
Mitchell International, Inc.	1680985	MITCHELL
Mitchell International, Inc.	1374721	MITCHELL
Mitchell International, Inc.	277709	NATIONAL AUTO GLASS SPECIFICATIONS
Mitchell International, Inc.	87/652,740	(M)POWERING BETTER OUTCOMES
Mitchell International, Inc.	4171592	AUTORX
Mitchell International, Inc.	87/506,970	AUTOTRIGGERS
Mitchell International, Inc.	3705087	BILLCHEK
Mitchell International, Inc.	3172670	CHARGE VALIDATION ANALYSIS
Mitchell International, Inc.	4171600	COMPTODAY

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	4256359	DESIGN MARK 
Mitchell International, Inc.	4171636	DESIGN MARK 
Mitchell International, Inc.	4040119	DESIGN MARK 
Mitchell International, Inc.	4802037	DESIGN MARK 
Mitchell International, Inc.	4597680	DESIGN MARK 
Mitchell International, Inc.	2959224	DESIGN MARK 
Mitchell International, Inc.	4542564	DESIGN MARK 
Mitchell International, Inc.	3199781	FAIRPAY
Mitchell International, Inc.	3235708	FAIRPAY SOLUTIONS
Mitchell International, Inc.	3456184	FINDING THE FAIR COST OF CARE

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	4589178	IMPLANTRX
Mitchell International, Inc.	4007700	INTEGRATED PRESCRIPTION SOLUTIONS
Mitchell International, Inc.	4951054	JORDANRESES
Mitchell International, Inc.	2867665	JORDANRESES
Mitchell International, Inc.	4976790	JORDANRESES PRESCRIPTION CENTER
Mitchell International, Inc.	2725978	JORDANRESES PRESCRIPTION CENTER
Mitchell International, Inc.	4397979	KNOWLEDGEABLE PROVIDER NEGOTIATION
Mitchell International, Inc.	4037938	KPN SERVICES
Mitchell International, Inc.	87/601,973	M LOGO
Mitchell International, Inc.	4802036	MITCHELL
Mitchell International, Inc.	87/601,967	MITCHELL
Mitchell International, Inc.	87/210,057	MITCHELL MOSAIC
Mitchell International, Inc.	2934654	QMEDTRIX
Mitchell International, Inc.	2935941	QMEDWORX
Mitchell International, Inc.	87/489,684	REPAIRCENTER
Mitchell International, Inc.	5235487	SCRIPTADVISOR
Mitchell International, Inc.	4655320	SMARTADVISOR

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	87/170,184	SMARTPRICE
Mitchell International, Inc.	4672360	SQUARE ONE SOLUTIONS
Mitchell International, Inc.	4597656	TRUEDRG
Mitchell International, Inc.	87/651,062	WIGS
Mitchell International, Inc.	87/557,219	WORKCENTER