

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAESTRO HEALTH, INC.		05/19/2017	Corporation: DELAWARE
INTEGRA EMPLOYER HEALTH, LLC		05/19/2017	Limited Liability Company: DELAWARE
INTEGRAHEALTH MANAGEMENT, LLC		05/19/2017	Limited Liability Company: DELAWARE
COLTON GROOME BENEFIT ADVISORS LLC		05/19/2017	Limited Liability Company: DELAWARE
GROUP ASSOCIATES, INC.		05/19/2017	Corporation: MICHIGAN
WORKABLE SOLUTIONS, LLC		05/19/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3708303	DRIVING BENEFITS SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AARON J. PICKELL		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0059		

OP \$40.00 3708303

NAME OF SUBMITTER:	Stephanie Hernandez
SIGNATURE:	/Stephanie Hernandez/
DATE SIGNED:	12/22/2017
Total Attachments: 7 source=IPSA_Maestro Health#page1.tif source=IPSA_Maestro Health#page2.tif source=IPSA_Maestro Health#page3.tif source=IPSA_Maestro Health#page4.tif source=IPSA_Maestro Health#page5.tif source=IPSA_Maestro Health#page6.tif source=IPSA_Maestro Health#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 19, 2017 by and among Maestro Health, Inc., a Delaware corporation ("**Parent**"), Integra Employer Health, LLC, a Delaware limited liability company ("**IEH**"), Integrahealth Management, LLC, a Delaware limited liability company ("**IM**"), Colton Groome Benefit Advisors LLC, a Delaware limited liability company ("**CGBA**"), Group Associates, Inc., a Michigan corporation ("**GA**"), and Workable Solutions, LLC, a Florida limited liability company ("**WS**" together with Parent, IEH, IM, CGBA, and GA, jointly and severally, each a "**Borrower**" and collectively, the "**Borrowers**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. 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.

[Signature pages follow]

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.

Addresses of Borrowers:

BORROWERS:

500 West Madison Street, Suite 1250
Chicago, Illinois 60661

MAESTRO HEALTH, INC.,
a Delaware corporation

By: 
Name: Anthony J. Krings
Title: Chief Financial Officer

2425 Crown Point Executive Drive
Charlotte, NC 28227

INTEGRA EMPLOYER HEALTH, LLC,
a Delaware limited liability company

By: 
Name: Anthony J. Krings
Title: Chief Financial Officer

2425 Crown Point Executive Drive
Charlotte, NC 28227

INTEGRAHEALTH MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Anthony J. Krings
Title: Chief Financial Officer

2425 Crown Point Executive Drive
Charlotte, NC 28227

COLTON GROOME BENEFIT ADVISORS LLC,
a Delaware limited liability company

By: 
Name: Anthony J. Krings
Title: Chief Financial Officer

30800 Telegraph Road, Ste 3800
Bingham Farms, MI 48025

GROUP ASSOCIATES, INC.,
a Michigan corporation

By: 
Name: Anthony J. Krings
Title: Chief Financial Officer

1011 Maitland Center Commons
Blvd., Ste. 2
Maitland, FL 32751

WORKABLE SOLUTIONS, LLC,
a Florida limited liability company

By: 
Name: Anthony J. Kfings
Title: Chief Financial Officer

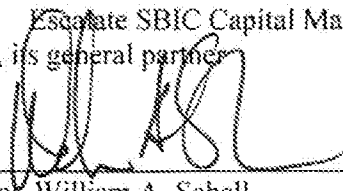
Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 
Name: William A. Schell
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006235 FRAME: 0635

SCHEDULE A
Copyrights

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

SCHEDULE B
Patents

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

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Date of Registration</u>	<u>Registration/ Application Date</u>
"Driving Benefit Solutions"	3,708,303	11/10/2009	4/14/2009