

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cloudbreak Health, LLC		06/02/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87583835	CLOUDBREAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6196992701		
<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>			
<b>Phone:</b>	619-699-2700		
<b>Email:</b>	derek.montebianco@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	02/26/2018		
<b>Total Attachments: 7</b>			
source=CMA Lang Access Network_ IPSA Cloudbreak Health#page1.tif			
source=CMA Lang Access Network_ IPSA Cloudbreak Health#page2.tif			
source=CMA Lang Access Network_ IPSA Cloudbreak Health#page3.tif			
source=CMA Lang Access Network_ IPSA Cloudbreak Health#page4.tif			
source=CMA Lang Access Network_ IPSA Cloudbreak Health#page5.tif			

CH \$40.00 87583835

source=CMA Lang Access Network\_ IPSA Cloudbreak Health#page6.tif

source=CMA Lang Access Network\_ IPSA Cloudbreak Health#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 2, 2017 by and between COMERICA BANK ("Bank") and CLOUDBREAK HEALTH, LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank has made loans to Language Access Network, LLC ("Borrower"), which is the subsidiary company of Grantor, pursuant to a Loan and Security Agreement dated as of November 16, 2016 (as amended from time to time, including by that certain First Amendment to Loan and Security Agreement and Waiver dated as of the date hereof, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into a Guaranty (the "Guaranty") and Third Party Security Agreement (the "Third Party Security Agreement") each dated as of November 16, 2016 with respect to the present and future obligations of Grantor to Bank. Grantor wishes to secure performance and payment of all obligations to Bank under the Guaranty and otherwise (the "Guarantor Obligations") with substantially all of its assets. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the Uniform Commercial Code.

B. Pursuant to the terms of the Third Party Security Agreement, Grantor has granted to Bank a security interest in certain Copyrights, Trademarks and Patents to secure all of the Guarantor Obligations.

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 Guarantor Obligations under the Guaranty, the Third Party Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Guarantor Obligations under the Third Party Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's 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), 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case, in accordance with the terms of the Loan Agreement and the Third Party Security Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Third Party Security 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 Third Party Security 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 Third Party Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which 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 Intentionally Left Blank]

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

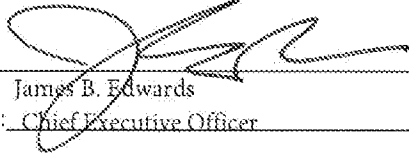
GRANTOR:

Address of Grantor:

1103 Schrock Road, Suite 200  
Columbus, OH 43229

Attn: Chief Financial Officer

CLOUDBREAK HEALTH, LLC

By:   
James B. Edwards  
Title: Chief Executive Officer

BANK:

Address of Bank:

39200 Six Mile Road, Mail Code 7578  
Livonia, MI 48152  
Attn: National Documentation Services

COMERICA BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

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

GRANTOR:

Address of Grantor:

1103 Schrock Road, Suite 200  
Columbus, OH 43229

Attn: Chief Financial Officer

CLOUDBREAK HEALTH, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

39200 Six Mile Road, Mail Code 7578  
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

By: JPK

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

329034-000745  
WEST276735411.1

**TRADEMARK**  
**REEL: 006279 FRAME: 0992**

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CLOUDBREAK	87583835	8/25/17