

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVODO, INC.		03/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, NATIONAL ASSOCIATION		
Street Address:	500 Boylston Street		
Internal Address:	24th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3359076	INVODO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-238-3214		
Email:	selwin@emmetmarvin.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F175911		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	03/09/2018		
Total Attachments: 3			
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OP \$40.00 3359076

GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, INVODO, INC., a Delaware corporation (the "*Grantor*"), and WEBSTER BANK, NATIONAL ASSOCIATION (the "*Administrative Agent*") are parties to a Security Agreement, dated as of August 9th, 2017 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Administrative Agent a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademark listed on Schedule 1 attached hereto (collectively, the "*Trademark*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 500 Boylston Street, Boston, Massachusetts 02116.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademark) to be duly executed by its duly authorized officer as of March 8, 2018.

INVODO, INC.

By: 

Name: Joseph R. Rordinelli

Title: Vice President

[Signature Page to Grant of Security Interest (Trademark)]

TRADEMARK
REEL: 006288 FRAME: 0469

Schedule 1
to
Grant of Security Interest (Trademark)
Dated as of March 8, 2018

<u>Trademarks</u>	<u>Registration No.</u>	<u>Filing Date</u>
INVODO	3,359,076	December 25, 2007