

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REACHOUT HEALTHCARE AMERICA LTD.		05/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		
Street Address:	Head Office, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Limited Liability Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5188543	SMILE AMERICA PARTNERS	
Registration Number:	5188544	SMILE AMERICA PARTNERS	
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:	2026638918		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	069784-0000032		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	05/11/2018		
Total Attachments: 5			
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**SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 11, 2018, (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **“Supplement Agreement”**), is made by each of the signatories hereto (collectively, the **“Grantors”**) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the **“Collateral Agent”**) (as defined in the Pledge and Security Agreement referred to below). This Supplement Agreement is a supplement to the Intellectual Property Security Agreement, dated as of December 28, 2010 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **“Intellectual Property Security Agreement”**), by and among the Grantors in favor of Collateral Agent.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Credit and Guaranty Agreement, dated as of December 28, 2010, as amended by that certain Amendment No. 1, dated as of August 2, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”**), by and among Borrower, Holdings, certain of the Subsidiaries of the Borrower, the Lenders, The Governor and Company of The Bank of Ireland, as Administrative Agent and Collateral Agent, and the other agents party thereto.

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement, dated as of December 28, 2010, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **“Pledge and Security Agreement”**; capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement).

WHEREAS, under Section 4.1(l) of the Pledge and Security Agreement, each applicable Grantor must execute and deliver to the Collateral Agent a supplement to the Intellectual Property Security Agreement covering all additional Material Intellectual Property consisting of U.S. Trademarks and Trademark Licenses in respect of U.S. Trademarks for which any Grantor is the licensee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the **“Intellectual Property Collateral”**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

1. Each Grantor’s United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers (but excluding any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing of and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), all registrations and applications to register any of the foregoing including, but not limited to: (i) the U.S. trademark registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including,

without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “**Trademarks**”); and

2. All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of (i) any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Supplement Agreement.

Section 3. Execution in Counterparts. This Supplement Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

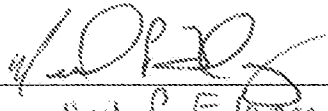
Section 4. Governing Law. This Supplement Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 5. Conflict Provision. This Supplement Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplement Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

REACHOUT HEALTHCARE AMERICA LTD.,
as Grantor

By: 
Name: Neil P. F. Ferguson
Title: CFO

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent


By: Edward A. Boyle
Name: Edward A. Boyle
Title: Managing Director

By: Russ Brightly
Name: Russ Brightly
Title: Director

SCHEDULE 1

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Reg. No.</u>
ReachOut Healthcare America Ltd.	Smile America Partners	04-18-2017	<u>Registered</u>	5188543
ReachOut Healthcare America Ltd.		04-18-2017	<u>Registered</u>	5188544