

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ScribeAmerica, LLC		04/03/2018	Limited Liability Company: CALIFORNIA
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:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5351418	QUEUELOGIX	
Registration Number:	4667476	TELESCRIBES	
Registration Number:	4583547	SCRIBEAMERICA	
Registration Number:	4568047	DOCTORS SAVE LIVES. SCRIBES SAVE DOCTORS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038507-0681		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	04/11/2018		
Total Attachments: 10			
source=HealthChannels - Intellectual Property Security Agreement Executed#page1.tif			

CH \$115.00 5351418

source=HealthChannels - Intellectual Property Security Agreement Executed#page2.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page3.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page4.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page5.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page6.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page7.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page8.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page9.tif
source=HealthChannels - Intellectual Property Security Agreement Executed#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of April 3, 2018, is among the Persons listed on the signature pages hereof (each, a "Grantor" and, collectively, the "Grantors") and JEFFERIES FINANCE LLC, as collateral agent (in such capacity, together with any successor collateral agent, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SCRIBEAMERICA INTERMEDIATE HOLDCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY (the "Borrower"), and HEALTHCHANNELS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), have entered into the Credit Agreement dated as of April 3, 2018 (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and JEFFERIES FINANCE LLC, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of April 3, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or held or hereafter acquired by the undersigned (the "Collateral"):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto;

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect such damages, or otherwise recover with respect to such claims; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property, including, for clarity, any United States intent-to-use trademark or service mark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO

THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

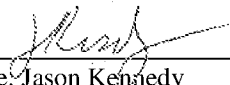
ELITE SCRIBES, LLC
EMERGENCY MEDICINE SCRIBE SYSTEMS, INC.
ESSIA HEALTH, INC.
SCRIBEAMERICA, LLC

By: 
Name: Michael Welch
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006342 FRAME: 0645

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____
Name: Jason Kennedy
Title: Managing Director



SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Grantor
QUEUELOGIX	87/060,892 6/6/2016	5,351,418 12/5/2017	ScribeAmerica, LLC
ENHANCING THE QUALITY OF PATIENT CARE	86/589,254 4/7/2015	4,855,054 11/17/2015	Elite Scribes, LLC
TELESCRIBES	86/299,564 6/3/2014	4,667,476 1/6/2015	ScribeAmerica LLC
ELITE MEDICAL SCRIBES	86/245,560 4/8/2014	4,698,536 3/10/2015	Elite Scribes, LLC
SCRIBEAMERICA & Design 	86/141,046 12/11/2013	4,583,547 8/12/2014	ScribeAmerica, LLC
DOCTORS SAVE LIVES. SCRIBES SAVE DOCTORS.	86/139,016 12/9/2013	4,568,047 7/15/2014	ScribeAmerica, LLC
SCRIBES STAT	85/181,655 11/19/2010	4,100,029 2/14/2012	Essia Health, Inc.
MEDICAL SCRIBE SYSTEMS & Design 	86/170,357 1/20/2014	4,756,920 6/16/2015	Emergency Medicine Scribe Systems, Inc.

SCHEDULE C

Copyrights

Title	Registration No.	Registration Date	Grantor
Everything you Need to Know to be an ER Scribe	TX0007332860	2011-03-07	ScribeAmerica, LLC
ScribeAmerica Cardiology : pt. 1, Introduction and Anatomy	PAu003577401	2011-06-24	ScribeAmerica, LLC
Cardiac Emergencies For The Medical Scribe : pt. 2, EKG	PAu003577340	2011-06-26	ScribeAmerica, LLC
Cardiac Emergencies For The Medical Scribe : pt. 3, Workup	PAu003577348	2011-06-27	ScribeAmerica, LLC
Cardiac Emergencies For The Medical Scribe : pt. 4, Patient Outcome	PAu003577349	2011-06-27	ScribeAmerica, LLC
Neurologic Emergencies For The Medical Scribe : pt. 1, Introduction and Anatomy	PAu003577341	2011-06-27	ScribeAmerica, LLC
Neurologic Emergencies For The Medical Scribe : pt. 2, Workup and Patient Outcome	PAu003577352	2011-06-27	ScribeAmerica, LLC
Pulmonary Emergencies For The Medical Scribe : pt. 1, Introduction and Anatomy	PAu003577337	2011-06-27	ScribeAmerica, LLC
Pulmonary Emergencies For The Medical Scribe : pt. 2, Workup and Patient Outcome	PAu003577344	2011-09-26	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Abdominal Pain/Flank Pain	SRu001027206	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Animal Bites	SRu001027188	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Motor Vehicle Crash (MVC)	SRu001027189	2011-06-29	ScribeAmerica, LLC

Title	Registration No.	Registration Date	Grantor
The Scribe-Physician-Patient Interaction Audio on Nausea/Vomiting/Diarrhea	SRu001027187	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Neck or Upper Back Injury/Pain	SRu001027186	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Pediatric Illness	SRu001027193	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Plantar Puncture Wound	SRu001027202	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Seizures	SRu001027204	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Shoulder Injury/Pain	SRu001027205	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Skin Rash/Insect/Abscess	SRu001027207	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Suture Removal/Wound or Burn Recheck	SRu001027190	2011-06-29	ScribeAmerica, LLC
The Scribe-Physician-Patient Interaction Audio on Wheezing/Asthma	SRu001027197	2011-06-29	ScribeAmerica, LLC
Utilizing Scribes To Mitigate The Medico-Legal Risk For the Emergency Department Physician	PAu003577371	2011-10-03	ScribeAmerica, LLC
Elite Medical Scribes Training Handbook	TXu001651270	2009-09-26	Elite Scribes, LLC
Elite Medical Scribes Training Handbook	TX0007180902	2010-02-02	Elite Scribes, LLC
Elite Medical Scribes Training Handbook	TXu001751810	2011-04-19	Elite Scribes, LLC