

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IRON BOW TECHNOLOGIES, LLC		06/08/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP, as Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4176045	IRON BOW TECHNOLOGIES	
Registration Number:	4187164	IRON BOW TECHNOLOGIES	
Registration Number:	5010955	TELEHEALTH EDUCATION DELIVERED TED	
Registration Number:	5010956	TED	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Iron Bow - 21075.515001		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/08/2018		
Total Attachments: 5			

CH \$115.00 4176045

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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "*Agreement*"), dated as of June 8, 2018 is made between each of the undersigned (collectively, the "*Assignors*" and each, individually, an "*Assignor*") and **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 560 White Plains Road, 4th Floor, Tarrytown, New York 10591 ("*Agent*").

RECITALS:

Assignors have executed and delivered to Agent a Loan and Security Agreement dated on the date hereof (the "*Obligation Agreement*"), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Agent by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "*Loan Documents*". Pursuant to the terms of the Obligation Agreement, Assignors are liable for the payment and performance of the "*Obligations*" (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of this Agreement, Assignors are granting to Agent a security interest in and to the "*Trademark Collateral*" (as defined below) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits or other Schedules hereto, capitalized terms have the meanings given to such terms in the Obligation Agreement. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Agent and the Lenders, Assignors do hereby grant to Agent for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignors (the "*Trademark Collateral*"):

(a) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate and business names, internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including each registered trademark and trademark application referred to in *Exhibit A* attached hereto;; and

(b) all proceeds of, and rights associated with, all of the foregoing (including proceeds of infringement suits), all claims and rights of Assignors to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in *Exhibit A* attached hereto, or for any injury to the goodwill associated with the use of any such trademark; provided however that in no event shall Trademark Collateral Include any Excluded Property.

The security interests and rights, powers, remedies and privileges granted to Agent hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Agent for its benefit and the benefit of the Lenders, under the

other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Assignors' execution, delivery or performance of this Agreement.

SECTION 3. General Provisions.

(a) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and permitted assigns and shall be binding upon the parties, their successors and permitted assigns.

(a) Entire Agreement; Amendments; Agent's Consent. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement between Agent and Assignors with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Agent and Assignors, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Agent to any departure by Assignors therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Agent and Assignors in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other format, by Agent or between Assignors and Agent with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Agent, nor shall the same create a binding obligation on Agent to lend money or to take any other action with respect to the Loans or Assignors, unless the same is reduced to writing and Authenticated by Agent in such writing.

(b) Execution in Counterparts. This 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 but one and the same instrument. Delivery of a counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(c) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(e) Exhibits and Schedules. All Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

(f) Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

(g) Dispute Resolution. All claims shall be resolved in the manner set forth in the Obligation Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Assignors and Agent have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

ASSIGNORS:

IRON BOW TECHNOLOGIES, LLC

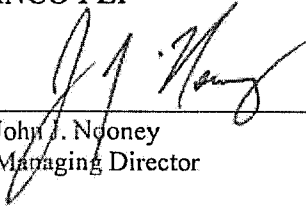
By: _____

Name: Charles L. Curran

Title: Chief Financial Officer and Treasurer

AGENT:

ACF FINCO I LP

By:  _____

Name: John J. Nooney

Title: Managing Director

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK
REEL: 006349 FRAME: 0808

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

REGISTERED TRADEMARKS

Mark	Country	Owner	Registration Number	Registration Date
Iron Bow Technologies logo (stylized design)	United States	Iron Bow Technologies, LLC	4176045	07/17/2012
IRON BOW TECHNOLOGIES	United States	Iron Bow Technologies, LLC	4187164	08/07/2012
Telehealth Education Delivered TED	United States	Iron Bow Technologies, LLC	5010955	08/02/2016
TED	United States	Iron Bow Technologies, LLC	5010956	08/02/2016

TRADEMARK APPLICATIONS

None.