

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TheraNest, LLC		07/23/2018	Corporation: DELAWARE
Ten Eleven Group, LLC		07/23/2018	Limited Liability Company: DELAWARE
Amvik Solutions, LLC		07/23/2018	Limited Liability Company: CALIFORNIA
Jituzu, Inc.		07/23/2018	Corporation: DELAWARE
DataFinch Technologies, Inc.		07/23/2018	Corporation: GEORGIA
CodeMetro, Inc.		07/23/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5112822	THERANEST	
Registration Number:	5115854	TREATMENT WIZARD	
Registration Number:	4610475	JITUZU	
Registration Number:	5164295	WEBABA	
Registration Number:	5061866	CODEMETRO	
Registration Number:	5451360	NEXUS PRACTICE ADMIN WORKS	
Registration Number:	5208277	C	
Registration Number:	4830054	DATAFINCH TECHNOLOGIES	
Serial Number:	87568353	NEXUS PRACTICE ADMINISTRATION	
Serial Number:	87715348	P	
CORRESPONDENCE DATA			
Fax Number:	7044441111		

CH \$265.00 5112822

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.

Phone: 704-444-1124
Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
---------------------------	----------------

SIGNATURE:	/Elaine B. Hunt/
-------------------	------------------

DATE SIGNED:	07/23/2018
---------------------	------------

Total Attachments: 5

source=guardian#page1.tif

source=guardian#page2.tif

source=guardian#page3.tif

source=guardian#page4.tif

source=guardian#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 23, 2018 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of July 23, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, 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, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, 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, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, and including (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of

this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

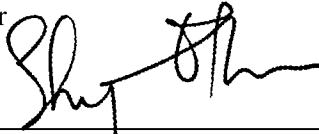
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This 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 Intellectual Property Security 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, as applicable.

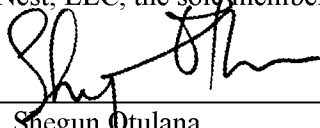
[Remainder of Page Intentionally Left Blank]

GRANTORS:

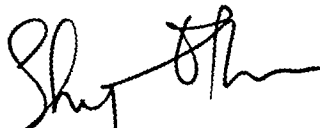
THERANEST, LLC,
as a Grantor

By: 
Name: Shegun Otulana
Title: President and Chief Executive Officer

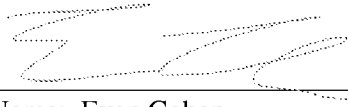
TEN ELEVEN GROUP, LLC
AMVIK SOLUTIONS, LLC,
as Grantors

By: TheraNest, LLC, the sole member

Name: Shegun Otulana
Title: President and Chief Executive Officer

JITUZU, INC.
DATAFINCH TECHNOLOGIES, INC.
CODEMETRO, INC.,
as Grantors

By: 
Name: Shegun Otulana
Title: Chief Executive Officer




AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____

Name: Evan Cohen
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

Trademark	Country	Status	Filing Date	Application No.	Registration Date	Registration No.	Owner
THERANEST	United States	Registered	4/11/2016	86971833	1/3/2017	5112822	TheraNest, LLC
TREATMENT WIZARD	United States	Registered	12/17/2015	86852934	1/3/2017	5115854	Ten Eleven Group Inc.
JITUZU	United States	Registered	1/11/2013	85821350	9/23/2014	4610475	Jituzu
WEBABA	United States	Registered	4/19/2016	87006049	3/21/2017	5164295	Amvik Solutions
CODEMETRO	United States	Registered	3/11/2015	86561291	10/18/2016	5061866	CodeMetro, Inc.
NEXUS PRACTICE ADMINISTRATION	United States	Allowed	8/14/2017	87568353			CodeMetro, Inc.
NEXUS PRACTICE ADMIN WORKS	United States	Registered	8/15/2017	87569550	4/24/2018	5451360	CodeMetro, Inc.
	United States	Pending	12/11/2017	87715348			DataFinch Technologies, Inc.
	United States	Registered	9/8/2016	87164324	5/23/2017	5208277	DataFinch Technologies, Inc.
	United States	Registered	9/10/2014	86390439	10/13/2015	4830054	DataFinch Technologies, Inc.

#9105533v7
#91063105v5
#91115133v2

RECORDED: 07/23/2018

TRADEMARK
REEL: 006388 FRAME: 0246