

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HCI.COM INC.		07/13/2018	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Illinois Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5074238	HC1 ACTION ASSISTANT	
<b>Registration Number:</b>	4877757	PERSONALIZING THE HEALTHCARE EXPERIENCE	
<b>Registration Number:</b>	4044988	HC1.COM	
<b>Registration Number:</b>	4562522	HC1 CONNECT	
<b>Registration Number:</b>	4520427	HC1 ACADEMY	
<b>Registration Number:</b>	4520428	HC1 ACADEMY	
<b>Registration Number:</b>	4611578	HEALTHCARE RELATIONSHIP CLOUD	
<b>Registration Number:</b>	4197979	CHAINBUILDER	
<b>Registration Number:</b>	2605699	CHAINBUILDER	
<b>Registration Number:</b>	4224692	BOSTECH	
<b>Registration Number:</b>	4361476	HC1	
<b>Registration Number:</b>	4387071	HC1 APPS	
<b>Serial Number:</b>	87722790	UNLOCKING ANSWERS TO HEALTHCARE'S BIGGES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129800765		
<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>			
<b>Phone:</b>	3122698000		
<b>Email:</b>	mhoffman@nge.com		

CH \$340.00 5074238

**Correspondent Name:** William J. Lenz  
**Address Line 1:** Neal Gerber & Eisenberg LLP  
**Address Line 2:** Two North LaSalle Street, Suite 1700  
**Address Line 4:** Chicago, ILLINOIS 60602

**ATTORNEY DOCKET NUMBER:** 025942.0018

**NAME OF SUBMITTER:** William J. Lenz

**SIGNATURE:** /William J. Lenz/

**DATE SIGNED:** 07/23/2018

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as July 13, 2018, is made by HC1.COM INC., an Indiana corporation (the "Grantor"), in favor of CIBC BANK USA, ("Lender").

### RECITALS

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of July 13, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender, pursuant to which the Lender has agreed to make certain loans to Grantor and pursuant to which the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement may be executed in any number of counterparts and by different parties in separate 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HC1.COM INC.

By: Chris Brown  
Name: Chris Brown  
Title: Chief Operating Officer

Acknowledged and agreed to:

CIBC BANK USA

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark Security Agreement


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HC1.COM INC.

By: \_\_\_\_\_  
Name: Chris Brown  
Title: Chief Operating Officer

Acknowledged and agreed to:

CIBC BANK USA

By:   
Name: Andrew Schwartz  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006388 FRAME: 0259**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark/SN/Registration Number	Status
hc1 Action Assistant  SN: 86-634091 RN: 5,074,238	Registered
Personalizing the Healthcare Experience  SN: 86-699969 RN: 4,877,757	Registered
HC1.COM  <b>HC1.COM</b>  SN: 85-278536 RN: 4,044,988	Registered
HC1 CONNECT  <b>HC1 CONNECT</b>  SN: 85-936452 RN: 4,562,522	Registered

Trademark/SN/Registration Number	Status
<p>HC1 ACADEMY</p> <p><b>HCI ACADEMY</b></p> <p>SN: 85-935558 RN: 4,520,427</p>	Registered
<p>HC1 ACADEMY and Design</p>  <p>SN: 85-935495 RN: 4,520,428</p>	Registered
<p>HEALTHCARE RELATIONSHIP CLOUD</p> <p>SN: 86-163312 RN: 4,611,578</p>	Registered
<p>CHAINBUILDER</p> <p><b>CHAINBUILDER</b></p> <p>SN: 85-516669 RN: 4,197,979</p>	Registered
<p>CHAINBUILDER</p> <p>SN: 76-168596 RN: 2,605,699</p>	Renewed

Trademark/SN/Registration Number	Status
BOSTECH  <b>BOSTECH</b>  SN: 85-514557 RN: 4,224,692	Registered
HC1  <b>HC1</b>  SN: 85-783737 RN: 4,361,476	Registered
HC1 APPS  <b>HC1 APPS</b>  SN: 85-769836 RN: 4,387,071	Registered
UNLOCKING ANSWERS TO HEALTHCARE'S BIGGEST CHALLENGES  UNLOCKING ANSWERS TO HEALTHCARE'S BIGGEST CHALLENGES  SN: 87-722790	Filed / Pending Registration December 15, 2017