

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELLTRAK TECHNOLOGIES, INC.		05/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
Internal Address:	SUITE 200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85205532	CONNECTED WITH CARE	
Serial Number:	85205536	CELLTRAK	
Serial Number:	85606325	MOBILEEMR	
Serial Number:	85606312	MAPHACC	
Serial Number:	85606298	CELLTRAK CAREMANAGER	
Serial Number:	85606323	CELLTRAK VISITMANAGER	
Serial Number:	85606308	CELLTRAK TIMEMANAGER	
Serial Number:	86314220	CELLTRAK FORMSMANAGER	
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>			
Email:	CROORK@HMBLAW.COM		
Correspondent Name:	ATI P KHATRI		
Address Line 1:	500 W MADISON ST		
Address Line 2:	STE 3700		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ATI P KHATRI		

OP \$215.00 85205532

SIGNATURE:	/ATI P KHATRI/
DATE SIGNED:	10/03/2018
Total Attachments: 5 source=CELLTRAKASSIGNMENT#page1.tif source=CELLTRAKASSIGNMENT#page2.tif source=CELLTRAKASSIGNMENT#page3.tif source=CELLTRAKASSIGNMENT#page4.tif source=CELLTRAKASSIGNMENT#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of May 25, 2018, by and among CELLTRAK TECHNOLOGIES, INC., a Delaware corporation (“CellTrak USA”), CELLTRAK CANADA INC., an Ontario, Canada corporation (“CellTrak Canada,” and together with CellTrak USA, “**Grantors**”, and each, a “**Grantor**”), and CIBC Bank USA (“**Secured Party**”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement, dated the date hereof, by and among each Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Secured Party a security interest in all of such Grantor’s personal property whether presently existing or hereafter acquired. To that end, each Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to Trademarks, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of each Grantor’s present or future Obligations, each Grantor hereby grants a security interest to Secured Party, as security, in and to such Grantor’s entire right, title and interest in, to and under the following property, now owned or hereafter acquired by such Grantor or in which such Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “**Collateral**” for purposes of this Agreement):

(a) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of any Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All amendments, renewals and extensions of any of the Trademarks; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term “Collateral” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with

the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of any Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and each Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of any Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

3. Notices. Any notices required to be made hereunder shall be made in accordance with the terms of the Loan Agreement.

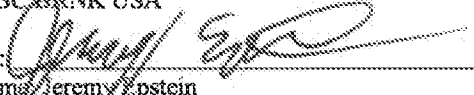
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SECURED PARTY:

CIBC BANK USA

By: 
Name: Jeremy Epstein
Title: Managing Director

GRANTORS:

CELLTRAK TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

CELLTRAK CANADA INC.

By: _____
Name: _____
Title: _____

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

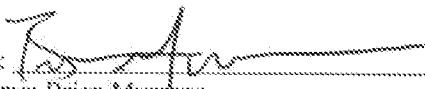
SECURED PARTY:

CIBC BANK USA

By: _____
Name: Jeremy Epstein
Title: Managing Director

GRANTORS:

CELLTRAK TECHNOLOGIES, INC.

By:  _____
Name: Brian Murrine
Title: Chief Financial Officer

CELLTRAK CANADA INC.

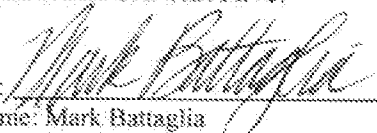
By:  _____
Name: Mark Battaglia
Title: Chief Executive Officer and President

EXHIBIT A

Trademarks

All owned by CellTrak USA

Trademark Name	Application No.	File Date	Registration Date	Status	Country
CONNECTED WITH CARE	1509869	Jan. 4, 2011	11-May-16	Registered, TMA937,513	Canada*
CELLTRAK	1509870	Jan. 4, 2011	11-May-16	Registered, TMA937,501	Canada*
CONNECTED WITH CARE (Standard characters)	85/205532	July 1, 2011	24-Mar-15	Registered, U.S. Reg. No. 4706045	U.S.
CELLTRAK	1432477	June 22, 2011	17-Oct-11	Registered, Australia Reg. No. 1432477	Australia*
CELLTRAK	85/205536	Dec. 24, 2010	6-Jan-15	Registered, U.S. Reg. No. 4665422	U.S.
CONNECTED WITH CARE	9646118	Jan. 7, 2011	15-Jun-11	Registered, CTM Reg. No. 9646118	European Community*
CELLTRAK	9646159	Jan. 7, 2011	N/A	Withdrawn per agreement with Celltrak Ltd. of Ireland. Must decide whether to file "CellTrak Technologies" application in European Community. Need to discuss compliance with agreement.	European Community*
MobileEMR	85/606325	Apr. 24, 2012	5-Aug-14	Registered, U.S. Reg. No. 4580598	U.S.
MAPHACC	85/606312	April 24, 2012	5-Aug-14	Registered, U.S. Reg. No. 4580597	U.S.
CELLTRAK CAREMANAGER	1575544	April 30, 2012	31-May-16	Registered, TMA933,058	Canada*
CELLTRAK CAREMANAGER	85/606298	April 24, 2012	29-Oct-13	Registered, U.S. Reg. No. 4426240	U.S.
CELLTRAK VISITMANAGE	1575547	April 30, 2012	31-May-16	Registered, TMA933,059	Canada*
CELLTRAK VISITMANAGER	85/606323	April 24, 2012	7-Jan-14	Registered, U.S. Reg. No. 4463405	U.S.
CELLTRAK TIMEMANAGER	1575543	April 30, 2012	31-May-16	Registered, TMA933,057	Canada*
CELLTRAK TIMEMANAGER	85/606308	April 24, 2012	31-Dec-13	Registered, U.S. Reg. No. 4459739	U.S.
CELLTRAK FORMSMANAGER	86/314220	June 19, 2014	N/A	Pending – Notice of Allowance issued August 4, 2015; extendible deadline to file a statement of use or extension of time for class 9 is August 4, 2017; final deadline is August 4, 2018.	U.S.

* Non-US Trademarks are included herein for the purposes of completeness of disclosures to the Secured Party, understanding that the USPTO cannot register these.