

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgement of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Guardian, LLC		10/17/2018	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87682085	MEDICAL GUARDIAN	
Serial Number:	87690288	LIFE WITHOUT LIMITS	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0074431-000010		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	10/24/2018		
Total Attachments: 3			
source=cibc bank-medical guardian security interest 10.17.18#page1.tif			
source=cibc bank-medical guardian security interest 10.17.18#page2.tif			

CH \$65.00 87682085

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

October 17, 2018

WHEREAS, MEDICAL GUARDIAN, LLC a Pennsylvania limited liability company ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks listed on the annexed Schedule 1, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Collateral Agreement**"), dated as of January 27, 2016 by and among Grantor, certain other loan parties from time to time party thereto and CIBC Bank USA (as successor-in-interest to The PrivateBank and Trust Company), as administrative agent for certain lenders ("**Administrative Agent**");

WHEREAS, pursuant to the Collateral Agreement, Grantor has granted to Administrative Agent for the benefit of Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent for the benefit of Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

REGISTERED AND UNREGISTERED TRADEMARKS

TRADEMARK	U.S. SERIAL NO.	U.S. REGISTRATION
MEDICAL GUARDIAN	87/682,085	PENDING
LIFE WITHOUT LIMITS	87/690,288	PENDING