

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508791

| | | | |
|---|---|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Influence Health, Inc. | | 02/05/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank | | |
| Street Address: | 211 Perimeter Center Parkway, Suite 100 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30346 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85802670 | MEDSEEK | |
| Serial Number: | 86361505 | INFLUENCE HEALTH | |
| Serial Number: | 85558912 | BRIGHTWHISTLE | |
| Serial Number: | 85558918 | BRIGHTWHISTLE | |
| Serial Number: | 85558923 | BRIGHTWHISTLE | |
| Serial Number: | 85559173 | | |
| Serial Number: | 85559176 | | |
| Serial Number: | 85874052 | YOUR PATIENTS HAVE MOVED. | |
| 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> | | | |
| Phone: | 4045723401 | | |
| Email: | ssheesley@kslaw.com | | |
| Correspondent Name: | Steven Sheesley | | |
| Address Line 1: | 1180 Peachtree Street NE | | |
| Address Line 2: | King & Spalding LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 52990.015975 | | |
| NAME OF SUBMITTER: | Steven Sheesley | | |

CH \$215.00 85802670

| | |
|---|---------------------|
| SIGNATURE: | //Steven Sheesley// |
| DATE SIGNED: | 02/05/2019 |
| Total Attachments: 6 source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page1.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page2.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page3.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page4.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page5.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page6.tif | |

TRADEMARK COLLATERAL AGREEMENT

This 5th day of February, 2019, Influence Health, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1801 California Street, Suite 800, Denver, Colorado 80202, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to SunTrust Bank (“*SunTrust*”), acting as administrative agent hereunder for the Secured Creditors, and its successors and assigns (SunTrust acting as such administrative agent and any successor(s) or assign(s) to SunTrust acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, the following property (“*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of September 30, 2013, between Health Grades, Inc., a Delaware corporation, Mountain Acquisition Corp., a Delaware corporation, the other parties executing that certain Security Agreement under the heading “*Debtors*”, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

This Trademark Collateral Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations or Cash Collateralization of issued and outstanding Letters of Credit). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by Debtor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral are more fully set forth in the Security Agreement.

This Trademark Collateral 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

This Trademark Collateral Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INFLUENCE HEALTH, INC.

By: 
Name: Harris Troutman
Title: Chief Legal Officer and Secretary

Accepted and agreed to as of the date and year last above written.

SUNTRUST BANK, as Agent

By: *Lobby R...*
Name: *Lobby R...*
Title: *Vice President*

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006551 FRAME: 0433

SCHEDULE A

To Trademark Collateral Agreement

FEDERAL TRADEMARK REGISTRATIONS

Influence Health, Inc.

| No. | Mark | Jurisdiction | Serial No. Filing Date | Registration No. Registration Date | Class/es | Status | Current Owner of Record |
|-----|--|----------------|-------------------------|------------------------------------|-----------------------|---|--|
| 1. | MEDSEEK | U.S. | 85802670 14-Dec-2012 | 4361531 2-Jul-2013 | 009 | REGISTERED | Influence Health, Inc. (f/k/a MedSeek Inc.) |
| 2. | INFLUENCE HEALTH | U.S. | 86361505 08-Aug-2014 | 4946999 26-Apr-2016 | 009, 035, 042, 044 | REGISTERED | Influence Health, Inc. |
| 3. | BRIGHTWHISTLE | US | 85558912 02-Mar-2012 | 4336046 14-May-2013 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 4. | BRIGHTWHISTLE (and Design)  | US | 85558918 02-Mar-2012 | 4336047 14-May-2013 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 5. | BRIGHTWHISTLE (and Design)  | US | 85558923 02-Mar-2012 | 4336048 14-May-2013 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 6. | BRIGHTWHISTLE | Mexico | 1319826 08-Oct-2012 | 1347851 11-Feb-2013 | 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 7. | BRIGHTWHISTLE | Mexico | 1319828 08-Oct-2012 | 1347852 11-Feb-2013 | 35 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 8. | BRIGHTWHISTLE | European Union | 11121357 15-Aug-2012 | 11121357 06-Mar-2013 | 35, 42 | REGISTERED Renewal due 15- AUG-2022 | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 9. | Design Only  | US | 85559173 02-Mar-2012 | 4463280 07-Jan-2014 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |
| 10. | Design Only  | US | 85559176 02-Mar-2012 | 4459662 31-Dec-2013 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |

| No. | Mark | Jurisdiction | Serial No. Filing Date | Registration No. Registration Date | Class/es | Status | Current Owner of Record |
|-----|------------------------------|--------------|---------------------------|---------------------------------------|----------|------------|--|
| 11. | YOUR PATIENTS HAVE MOVED. | US | 85874052 12-Mar-2013 | 4418439 15-Oct-2013 | 35, 42 | REGISTERED | Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.) |

PENDING FEDERAL TRADEMARK APPLICATIONS

None.