

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHPLANONE, LLC		05/14/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	6011 WEST COURTYARD DRIVE		
Internal Address:	BUILDING 5, SUITE 405		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4245783	HEALTHPLANONE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	ADNAN QAZI		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0072		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	05/21/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 14, 2019 by and between HEALTHPLANONE, LLC, a Connecticut limited liability company (the “**Grantor**”) and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“**Lender**”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender, Grantor, and the other borrowers from time to time party thereto, dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in its personal property to secure the Obligations.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Transaction Documents, Grantor grants to Lender a security interest in all of Grantor’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, in each case to the extent constituting Collateral in accordance with the Loan Agreement. Grantor represents and warrants that Schedules A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks, respectively, which Grantor has registered or for which Grantor has filed an application with either the United States Patent and Trademark Office or the United States Copyright Office.

This Agreement has been entered into in connection with the Loan Agreement, and the Lender, Grantor, and other borrowers from time to time party thereto hereby acknowledge and agree that the grant of security interest hereunder to Lender, and the rights and remedies of Lender with respect to the Collateral subject hereto, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to the principles of conflicts of laws of such state.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

35 Nutmeg Drive
Suite 220
Trombly, CT
06611

HEALTH PLAN ONE, LLC,
a Connecticut limited liability company

By: Cheryl M. Paddy
Name: Cheryl M. Paddy
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

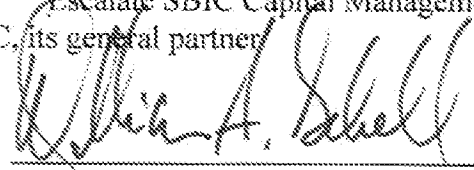
Address of Lender:

6011 West Courtyard Drive,
Building 5, Suite 405
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III,
LLC, its general partner

By: 

Name: William A. Schell

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006659 FRAME: 0012

SCHEDULE A
Copyrights

None.

[Schedule A to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006659 FRAME: 0013

SCHEDULE B
Patents

None.

[Schedule B to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006659 FRAME: 0014

SCHEDULE C
Trademarks

<u>Owner</u>	<u>Word Mark</u>	<u>Serial Number</u>	Filing Date	Registration Number	Registration Date
HealthPlanOne, LLC	HealthPlanOne	85-595,823	04/12/2012	4245783	11/20/2012

[Schedule C to Intellectual Property Security Agreement]

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RECORDED: 05/21/2019

**TRADEMARK
REEL: 006659 FRAME: 0015**