

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHGRADES OPERATING COMPANY, INC.	FORMERLY HEALTH GRADES, INC.	12/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	1550 Wewatta St., Suite 520		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	87499837		
Serial Number:	87499865	HEALTHGRADES	
Serial Number:	87431689	WRITEMD	
Serial Number:	87308328	WRITEMD	
Serial Number:	86741210	HEALTHGRADES	
Serial Number:	86741212	RIGHT DIAGNOSIS	
Serial Number:	86181618	COCG	
Serial Number:	86045030	DIGESTIVE INVESTIGATOR	
Serial Number:	85725243	HOW AMERICA FINDS A DOCTOR	
Serial Number:	85725257	CPM HEALTHGRADES	
Serial Number:	85725266	CPM HEALTHGRADES	
Serial Number:	85722858	HEALTHGRADES	
Serial Number:	85257017	PATIENT DIRECT CONNECT	
Serial Number:	75693863	HEALTHGRADES	
Serial Number:	75086622	MARKET ANALYST	
Serial Number:	75077567	CAMPAIGN MANAGER	
CORRESPONDENCE DATA			

OP \$415.00 87499837

TRADEMARK

Fax Number:

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.

Phone: 303-223-1100

Email: ascholl@bhfs.com

Correspondent Name: Andrea M. LaFrance

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	018667.0010
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NAME OF SUBMITTER:	Andrea M. LaFrance
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SIGNATURE:	/Andrea M. LaFrance/
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DATE SIGNED:	12/30/2019
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

December 30, 2019

WHEREAS, HEALTHGRADES OPERATING COMPANY, INC. (formerly HEALTH GRADES, INC.), a Delaware corporation (the “**Grantor**”), is a party to that certain Loan and Security Agreement, dated as of December 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Loan Agreement), among the Grantor, the other Loan Parties from time to time party thereto and CIBC BANK USA (“**Lender**”), pursuant to which the Grantor has pledged and granted to Lender a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark registrations and applications listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Loan Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “**Trademark Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to Lender a security interest in all of the Grantor’s right, title, goodwill, and interest in, to and under all of the trademarks, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any U.S. application for registration of a trademark filed on an intent-to-use basis solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, that, upon submission of a “Statement of Use” or an “Amendment to Allege Use”, such intent-to-use application shall constitute and shall be considered Collateral.

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

HEALTHGRADES OPERATING COMPANY,
INC., as Grantor

By: 

Name: Robert Draughton


Title: Chief Executive Officer

HEALTHGRADES OPERATING COMPANY, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006827 FRAME: 0701

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Current Owner of Record
Design Only 	87499837	6/21/2017	5566796	9/18/2018	Healthgrades Operating Company, Inc.
HEALTHGRADES	87499865	6/21/2017	5566797	9/18/2018	Healthgrades Operating Company, Inc.
WRITEMD	87431689	5/1/2017	5566675	9/18/2018	Healthgrades Operating Company, Inc.
WRITEMD	87308328	1/20/2017	5429544	3/20/2018	Healthgrades Operating Company, Inc.
HEALTHGRADES	86741210	8/28/2015	5138360	2/7/2017	Healthgrades Operating Company, Inc.
RIGHT DIAGNOSIS	86741212	8/28/2015	5087886	11/22/2016	Healthgrades Operating Company, Inc.
COCG	86181618	1/31/2014	4871262	12/15/2015	Healthgrades Operating Company, Inc.
DIGESTIVE INVESTIGATOR	86045030	8/22/2013	4728425	4/28/2015	Healthgrades Operating Company, Inc.
HOW AMERICA FINDS A DOCTOR	85725243	9/10/2012	4442368	12/3/2013	Healthgrades Operating Company, Inc.
CPM HEALTHGRADES	85725257	9/10/2012	4424192	10/29/2013	Healthgrades Operating Company, Inc.
CPM HEALTHGRADES	85725266	9/10/2012	4424193	10/29/2013	Healthgrades Operating Company, Inc.
HEALTHGRADES	85722858	9/7/2012	4554155	6/24/2014	Healthgrades Operating Company, Inc.
PATIENT DIRECT	85257017	3/3/2011	4086698	1/17/2012	Healthgrades Operating

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Current Owner of Record
CONNECT					Company, Inc.
HEALTHGRADES	75693863	4/28/1999	2483194	8/28/2001	Healthgrades Operating Company, Inc.
MARKET ANALYST	75086622	4/10/1996	2133479	1/27/1998	Health Grades, Inc.
CAMPAIGN MANAGER	75077567	3/25/1996	2146810	3/24/1998	Health Grades, Inc.

TRADE NAMES

CPM			WI 20120000816	11/30/2011	Health Grades, Inc.
CPM MARKETING GROUP			WI 20120000817	11/30/2011	Health Grades, Inc.
CUSTOMER POTENTIAL MANAGEMENT MARKETING GROUP			WI 20120000818	11/30/2011	Health Grades, Inc.
CPM HEALTHGRADES			WI 20120001463	3/7/2012	Health Grades, Inc.
HEALTHGRADES			WI 20120001464	3/7/2012	Health Grades, Inc.