

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVARIANT, 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: 4			
Property Type	Number	Word Mark	
Serial Number:	86437560	MOVING HEALTHCARE AHEAD	
Serial Number:	85865653	MOVING HEALTHCARE AHEAD	
Serial Number:	85424050	CONNECTEDCAMPAIGNS	
Serial Number:	77608633	EVARIANT	
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:	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		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	12/30/2019		
Total Attachments: 3			
source=Healthgrades - Trademark Security Agreement - EVARIANT Executed#page1.tif			

OP \$115.00 86437560

source=Healthgrades - Trademark Security Agreement - EVARIANT Executed#page2.tif

source=Healthgrades - Trademark Security Agreement - EVARIANT Executed#page3.tif

TRADEMARK SECURITY AGREEMENT

December 30, 2019

WHEREAS, EVARIANT, 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.

EVARIANT, INC., as Grantor

By: 

Name: Robert Draughon

Title: Chief Executive Officer

EVARIANT, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006827 FRAME: 0707

**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
MOVING HEALTHCARE AHEAD	86437560	10/28/2014	4854021	11/17/2015	Evariant, Inc.
MOVING HEALTHCARE AHEAD	85865653	3/4/2013	4752348	6/9/2015	Evariant, Inc.
CONNECTEDCAMPAIGNS	85424050	9/15/2011	4142196	5/15/2012	Evariant, Inc.
EVARIANT	77608633	11/6/2008	3634959	6/9/2009	Evariant, Inc.