

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthgrades Operating Company, Inc.	FORMERLY Influence Health, Inc.	03/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG Servicing LLC		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4361531	MEDSEEK	
Registration Number:	4946999	INFLUENCE HEALTH	
Registration Number:	4336046	BRIGHTWHISTLE	
Registration Number:	4336047	BRIGHTWHISTLE	
Registration Number:	4336048	BRIGHTWHISTLE	
Registration Number:	4463280		
Registration Number:	4459662		
Registration Number:	4418439	YOUR PATIENTS HAVE MOVED.	
CORRESPONDENCE DATA			
Fax Number:	7043782057		
<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:	7043312359		
Email:	iplaw@mvalaw.com, cindigraser@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 4361531

NAME OF SUBMITTER:	James Van Cleave Gambrell
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	03/03/2020
Total Attachments: 3 source=045068-7-TM security agreement - 3-3-2020#page1.tif source=045068-7-TM security agreement - 3-3-2020#page2.tif source=045068-7-TM security agreement - 3-3-2020#page3.tif	

TRADEMARK SECURITY AGREEMENT

March 3, 2020

WHEREAS, HEALTHGRADES OPERATING COMPANY, INC. (successor in interest to INFLUENCE HEALTH, INC.), a Delaware corporation (the “*Grantor*”), is a party to that certain Security Agreement, dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, 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 Security 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 Administrative Agent, for the benefit of the Secured Parties, 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 Security Agreement, the Security 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.

HEALTH GRADES OPERATING COMPANY,
INC. (successor in interest to INFLUENCE
HEALTH, INC.), as Grantor

By: 

Name: Robert Daughon

Title: Chief Executive Officer

HEALTHGRADES OPERATING COMPANY INC
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006880 FRAME: 0620

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Current Owner of Record
MEDSEEK	U.S.	85802670 14-Dec-2012	4361531 2-Jul-2013	009	REGISTERED	Influence Health, Inc. (f/k/a MedSeek Inc.)
INFLUENCE HEALTH	U.S.	86361505 08-Aug-2014	4946999 26-Apr-2016	009, 035, 042, 044	REGISTERED	Influence Health, Inc.
BRIGHTWHISTLE	US	85558912 02-Mar-2012	4336046 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
BRIGHTWHISTLE (and Design) whistle	US	85558918 02-Mar-2012	4336047 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
BRIGHTWHISTLE (and Design) whistle	US	85558923 02-Mar-2012	4336048 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
BRIGHTWHISTLE	Mexico	1319826 08-Oct-2012	1347851 11-Feb-2013	42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
BRIGHTWHISTLE	Mexico	1319828 08-Oct-2012	1347852 11-Feb-2013	35	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
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.)
Design Only 	US	85559173 02-Mar-2012	4463280 07-Jan-2014	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
Design Only 	US	85559176 02-Mar-2012	4459662 31-Dec-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
YOUR PATIENTS HAVE MOVED.	US	85874052 12-Mar-2013	4418439 15-Oct-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)