

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Payment Exchange, Inc.		04/17/2020	Corporation: DELAWARE
Healthrisk Resource Group, Inc.		04/17/2020	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5135349	MYCLAIMSTATUS	
Registration Number:	4958469	CLAIMSAVE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		
DATE SIGNED:	04/21/2020		
Total Attachments: 7			
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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of April 17, 2020, is made by and among **MEDICAL PAYMENT EXCHANGE, INC.**, a Delaware corporation, **HEALTHRISK RESOURCE GROUP, INC.**, an Iowa corporation (individually and collectively, the "Company") and **CIBC BANK USA**, as lender (the "Lender").

RECITALS

A. The Company and the Lender are parties to that certain Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Company.

B. As a condition to extending credit to or for the account of the Company, the Lender has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of Company's right, title and interest in and to patents and all goodwill associated therewith or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: trademarks, service marks, trade names, corporate names, business names, trade styles, logos, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Company hereby irrevocably pledges and assigns to, and grants to, Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks (except as such may be considered "intent to use", but only until a statement of use or amendment to allege use is filed and accepted by

the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks are no longer on an "intent to use" basis) to secure payment of the obligations under the Credit Agreement. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and the Company hereby acknowledge and agree that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

3. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the obligations under the Credit Agreement (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by Lender shall be deemed to be originals

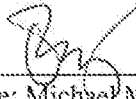
5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

COMPANY:

MEDICAL PAYMENT EXCHANGE, INC.

By: 
Name: Michael Murphy
Title: Chief Executive Officer

HEALTHRISK RESOURCE GROUP, INC.

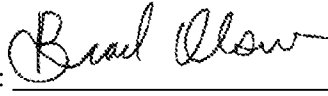
By: 
Name: Michael Murphy
Title: President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006920 FRAME: 0487

LENDER:

CIBC BANK USA

By: 

Name: Bradley Olsen

Title: Managing Director

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006920 FRAME: 0488

EXHIBIT A

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

EXHIBIT B

REGISTERED TRADEMARKS

Trademark	Jurisdiction	Registration Number	Date of Registration	<u>Company</u>
myClaimStatus	United States	5135349	February 7, 2017	Medical Payment Exchange, Inc.
CLAIMSAVE	United States	4958469	May 17, 2016	HealthRisk Resource Group, Inc.

TRADEMARK APPLICATIONS

None.

EXHIBIT C

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.