

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNECTYOURCARE, INC.		01/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5341161	SMARTCDH	
Registration Number:	4684660	C CONNECTYOURCARE	
Registration Number:	4307506	HSA ON DEMAND	
Registration Number:	3516092	CDH READY	
Registration Number:	3516094	CDH EXPRESS	
Registration Number:	3519807	HSA EXPRESS	
Registration Number:	3542604	CONNECTYOURCARE	
Registration Number:	5594294	CLAIMSALLY	
Serial Number:	88481984	CYC SMART STATEMENT	
Serial Number:	87845358	BROKERCOMMAND	
Serial Number:	87845392	CYC	
Serial Number:	87845418	MYCYC	
Serial Number:	87933184	DCAP ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-314-3086		

CH \$340.00 5341161

Email: diligencereview@square1bank.com
Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER: Nicholas Nance

SIGNATURE: /NicholasNance- TKF/

DATE SIGNED: 06/04/2020

Total Attachments: 7

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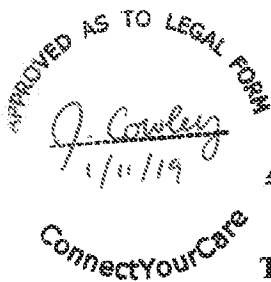
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Intellectual Property Security Agreement*”) is entered into as of January 11, 2019 by and between PACIFIC WESTERN BANK (“*Bank*”) and CONNECTYOURCARE, INC., a Delaware corporation (the “*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and CONNECTYOURCARE, LLC, a Maryland limited liability company (“*CYC LLC*”), (the “*Loans*”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and CYC LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, “*Intellectual Property Collateral*”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Intellectual Property Security Agreement shall bind and inure to the benefit of the respective successors and permitted assigns under the Loan Agreement of each of the parties and shall bind all persons who become bound as a debtor to the Loan Agreement.

All amendments to or terminations of this Intellectual Property Security Agreement must be in writing and signed by both parties; provided however, that the Grantor may update the Exhibits hereto from time to time to reflect additional Patents, Copyrights or Trademarks. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original.

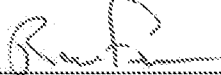
SIGNATURE PAGE FOLLOWS



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

CONNECTYOURCARE, INC.

By: 

Name: Reese Feuerman

Title: CEO

Address of Grantor:
307 International Circle Suite 200
Hunt Valley, MD 21030
Attn: Reese Feuerman

BANK

PACIFIC WESTERN BANK

By: _____

Name: _____

Title: _____

Address of Bank:
Pacific Western Bank
406 Blackwell Street, Suite 240
Durham, North Carolina 27701
Attn: Loan Operations Manager



[Signature Page to Amended and Restated Intellectual Property Security Agreement]

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

CONNECTYOURCARE, INC.

By: _____

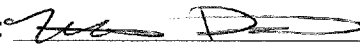
Name: _____

Title: _____

Address of Grantor:
307 International Circle Suite 200
Hunt Valley, MD 21030
Attn: Reese Feuerman

BANK

PACIFIC WESTERN BANK

By:  _____

Name: Mykas Degosys

Title: VP

Address of Bank:
Pacific Western Bank
406 Blackwell Street, Suite 240
Durham, North Carolina 27701
Attn: Loan Operations Manager

EXHIBIT A
COPYRIGHTS

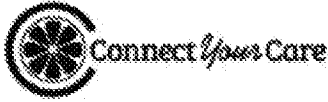
Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
RECONCILIATION FOR ENABLING ACCELERATED ACCESS TO CONTRIBUTION FUNDED ACCOUNTS	10032217	7/24/2018
RECONCILIATION FOR ENABLING ACCELERATED ACCESS TO CONTRIBUTION FUNDED ACCOUNTS	PCT/US2016/021752	3/10/2016
FLEXIBLE AND PRIORITIZED MULTI-PURSE TABLES FOR MULTI-ACCOUNT BENEFIT PLAN MANAGEMENT AND PROCESSING	15282244	9/30/2016
CUSTOMER IDENTIFICATION PROGRAM ACCOUNT INTEGRATION	15170526	6/1/2016
AUTO-ADJUDICATING REAL-TIME CARD TRANSACTIONS USING DELAYED TRANSACTION RECORDS	15239691	8/17/2016
RECONCILIATION FOR ENABLING ACCESS TO TRANSFERRING CONTRIBUTION FUNDED ACCOUNTS	15887757	2/2/2018
RECONCILIATION FOR ENABLING ACCELERATED ACCESS TO CONTRIBUTION FUNDED ACCOUNTS	16039188	7/18/2018
METHOD AND SYSTEM FOR CREATION AND FUNDING OF TAX-ADVANTAGED ACCOUNT AT POINT OF SALE/SERVICE	15958937	4/20/2018

**EXHIBIT C
TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
smartCDH	5341161	11/21/2017
CYC SMART STATEMENT	88481984	6/20/2019
	4684660	2/10/2015
HSA ON DEMAND Disclaimer: "HSA"	4307506	3/26/2013
CDH READY Disclaimer: "CDH"	3516092	10/14/2008
WELLNESS= WEALTH (DEAD)	3516095	10/14/2008
CDH EXPRESS Disclaimer: "CDH"	3516094	10/14/2008
HAS EXPRESS Disclaimer: "HSA"	3519807	10/21/2008
CONNECTYOURCARE	3542604	12/9/2008
CLAIMSALLY	5594294	10/30/2018
BEST FIRST DOLLAR (DEAD)	87687078	11/16/2017
BROKERCOMMAND	87845358	03/22/2018
CYC	87845392	03/22/2018
MYCYC	87845418	03/22/2018
DCAP ON DEMAND	87933184	05/23/2018