

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthrageous, Inc.		01/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	North Bridge Venture Partners 7, L.P.		
Street Address:	950 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85464458	HEALTHRAGEOUS	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
Phone:	6172390235		
Email:	wcurrie@edwardswildman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William Currie		
Address Line 1:	Edwards Wildman Palmer LLP		
Address Line 2:	111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	306772-0011		
NAME OF SUBMITTER:	Patrick J. Concannon		
Signature:	/PJC/		

Date:

01/06/2012

**Total Attachments: 8**

source=Healthrageous IP Security Agreement#page1.tif

source=Healthrageous IP Security Agreement#page2.tif

source=Healthrageous IP Security Agreement#page3.tif

source=Healthrageous IP Security Agreement#page4.tif

source=Healthrageous IP Security Agreement#page5.tif

source=Healthrageous IP Security Agreement#page6.tif

source=Healthrageous IP Security Agreement#page7.tif

source=Healthrageous IP Security Agreement#page8.tif

## Intellectual Property Security Agreement

This Intellectual Property Security Agreement is entered into as of January 5, 2012, between Healthrageous, Inc., a Delaware corporation (“Grantor”) and North Bridge Venture Partners 7, L.P. (“Agent”) on behalf of the Lenders (as defined in that certain Loan and Security Agreement of even date herewith by and among the Grantor, the Agent and the Lenders, as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in the Loan Agreement and the Notes. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent on behalf of the Lenders a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent on behalf of the Lenders 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 and sufficiency 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent on behalf of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property Collateral (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C attached hereto), together with all goodwill of the business symbolized by the trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Agent on behalf of the Lenders under the Loan Agreement. The rights and remedies of Agent 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 the Agent as a matter of law or equity. Each right, power and remedy of the Agent provided 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 the Agent 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 the Lenders, of any or all other rights, powers or remedies.

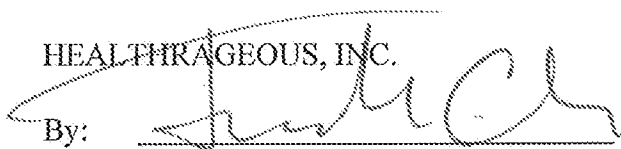
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

75 Federal Street  
Boston, MA 02110

HEALTHRAGEOUS, INC.

By:   
Name: Frederick C. Lee  
Title: Chief Executive Officer and President

**AGENT:**

Address of Agent:

950 Winter Street  
Waltham, MA 02451

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

By: North Bridge Venture Management 7, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: \_\_\_\_\_  
Name: William J. Geary  
Title: Manager

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 the Agent 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 the Lenders, of any or all other rights, powers or remedies.

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:**

Address of Grantor:

HEALTHRAGEOUS, INC.

75 Federal Street  
Boston, MA 02110

By: \_\_\_\_\_  
Name: Frederick C. Lee  
Title: Chief Executive Officer and President

**AGENT:**

Address of Agent:

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

950 Winter Street  
Waltham, MA 02451

By: North Bridge Venture Management 7, L.P.  
Its General Partner

By: NBVM GP, LLC  
Its General Partner

By: \_\_\_\_\_  
Name: William J. Geary  
Title: Manager

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Norfolk, SS.

On this 5<sup>th</sup> day of January, 2012, before me, the undersigned notary public, personally appeared Frederick C. Lee, who is personally known to me or otherwise proved to me through other satisfactory evidence of identification, which was an Advers License to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

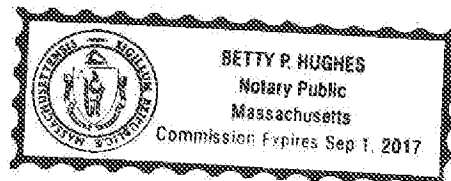
My commission expires:



COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Middlesex, SS.

On this 5<sup>th</sup> day of January, 2012, before me, the undersigned notary public, personally appeared William T. Geary, who is personally known to me or otherwise proved to me through other satisfactory evidence of identification, which was known personally, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Betty P. Hughes  
Notary Public Betty P. Hughes  
My commission expires: Sept. 1, 2017



**Schedule A**  
**COPYRIGHTS**

1. None.



**Schedule B**

**PATENTS**

<b>F&amp;R Docket</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor</b>	<b>Assignment Details</b>
29979- 0002001	HELPING PEOPLE WITH THEIR HEALTH	13/033,642 (not yet published nor issued)	2/24/2011	Douglas J. McClure; Frederick C. Lee; Mary Beth Chalk; Catherine A. Hartman; Arnold J. Greenfield; Elizabeth M. Barbeau; Martin D. Adler; Christopher Pilkington; Jason J. Sroka; Robert A. MacWilliams	Recorded: 3/3/2011 Reel 025893 Frame 0025

**Schedule C**  
**TRADEMARKS**

1. Healthrageous™
2. HopSkipConnect™
3. MyHealthrageous™
4. H! Life™
5. H! Life Connected™
6. H! Life Management™
7. ea!t™