

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vital Holdings, LLC		11/25/2014	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Agent		
<b>Street Address:</b>	1180 West Peachtree Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	banking corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4326502	VITAL RECORDS CONTROL	
<b>Registration Number:</b>	4152495	VRC	
<b>Registration Number:</b>	4356089	VRC VITAL RECORDS CONTROL	
<b>Registration Number:</b>	4152496	VITALWEB	
<b>Registration Number:</b>	4152498	VITALSCAN	
<b>Registration Number:</b>	4152500	VITALTRAC	
<b>Registration Number:</b>	4152499	VITALRF	
<b>Registration Number:</b>	4058466	VITALSHRED	
<b>Registration Number:</b>	1241436	NATIONAL SECURITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6785337787		
<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>			
<b>Phone:</b>	404-523-5300		
<b>Email:</b>	sls@phrd.com		
<b>Correspondent Name:</b>	Steve Schaaf, Paralegal		
<b>Address Line 1:</b>	Parker, Hudson, Rainer & Dobbs LLP		
<b>Address Line 2:</b>	285 Peachtree Center Avenue, N.E., #1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		

CH \$240.00 4326502

<b>ATTORNEY DOCKET NUMBER:</b>	3717.106
<b>NAME OF SUBMITTER:</b>	Kathleen O. Currey
<b>SIGNATURE:</b>	/KOC/
<b>DATE SIGNED:</b>	11/26/2014

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made on November 25, 2014, between **REGIONS BANK**, an Alabama banking corporation in its capacity as collateral and administrative agent (together with its successors and assigns, in such capacity, "Administrative Agent") for various financial institutions ("Lenders"), having an office at 1180 West Peachtree Street, Suite 1000, Atlanta, Georgia 30309, and **VITAL HOLDINGS, LLC**, a Tennessee limited liability company having its principal place of business at 5400 Meltech Drive, Suite 101, Memphis, Tennessee 38108 ("Company").

### Recitals:

Pursuant to that certain Loan and Security Agreement dated December 21, 2010 by and among Vital Records Control, Inc., a Tennessee corporation ("VRC"), Vital Records Control of AL, LLC, an Alabama limited liability company ("VRC-AL"), Vital Records Control of Arkansas, Inc., a Tennessee corporation ("VRC-AR"), Vital Records Control of Florida, LLC, a Florida limited liability company ("VRC-FL"), Vital Records Control of KY, LLC, a Kentucky limited liability company ("VRC-KY"), Vital Records Control of Mississippi, LLC, a Mississippi limited liability company ("VRC-MS"), Vital Records Control of South Carolina, Inc., a Tennessee corporation ("VRC-SC"), Vital Records Control of Tennessee, LLC, a Tennessee limited liability company ("VRC-TN"), VitalScan, LLC, a Tennessee limited liability company, formerly known as Data Storage Solutions, LLC ("VitalScan"), National Security & Trust Co., a Tennessee corporation ("NST"), Information Vaulting Services, Inc., an Arkansas corporation ("IVS"; VRC, VRC-AL, VRC-AR, VRC-FL, VRC-KY, VRC-MS, VRC-SC, VRC-TN, VitalScan, NST and IVS are collectively referred to as "Existing Borrowers"), and Regions Bank (as at any time amended, restated, supplemented or otherwise modified, the "Existing Loan Agreement"), Regions Bank agreed to make certain loans to Existing Borrowers, and to extend certain other financial accommodations to or for the benefit of Existing Borrowers.

Company, Existing Borrowers, Administrative Agent and Lenders are entering into that certain Amended and Restated Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), which Loan Agreement amends and restates the Existing Loan Agreement.

A condition to Administrative Agent's and Lenders' willingness to make loans or extend other financial accommodations under the Loan Agreement and to amend and restate the Existing Loan Agreement pursuant to the Loan Agreement is Company's execution and delivery of this Agreement. To induce Administrative Agent and Lenders to make loans and otherwise extend credit pursuant to the Loan Agreement and to amend and restate the Existing Loan Agreement pursuant to the Loan Agreement, Company has agreed to enter into this Agreement to grant a continuing security interest in and to the Trademark Collateral (as hereinafter defined) to Administrative Agent, for the benefit of Secured Parties (as defined in the Loan Agreement), as security for the timely payment and performance of the Secured Obligations (as hereinafter defined).

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless

term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Administrative Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Administrative Agent that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Company will not change the quality of the products associated with the Trademarks without Administrative Agent's prior written consent; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Administrative Agent and Administrative Agent's employees and agents, the visitation, audit, and inspection rights with respect to Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Administrative Agent prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Administrative Agent may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Administrative Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all reasonable

attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Administrative Agent and any officer or agent of Administrative Agent as Administrative Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Administrative Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by Company **on demand** by Administrative Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Revolving Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of material infringements detected. Company shall have the duty, through counsel acceptable to Administrative Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Administrative Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Administrative Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Administrative Agent do any and all lawful acts (including

bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred in the exercise of Administrative Agent's rights under this Section 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Administrative Agent may discharge such obligations in Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Administrative Agent and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent. Company hereby waives notice of Administrative Agent's acceptance hereof. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.


20. **To the fullest extent permitted by Applicable Law, Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized representative on the day and year first above written.

COMPANY:

VITAL HOLDINGS, LLC

By:   
Frederick D. Palo, Chief Operating  
Officer

[Signatures continued on following page.]



Accepted in Atlanta, Georgia:

ADMINISTRATIVE AGENT:

REGIONS BANK, as Administrative Agent

By: 

Elizabeth L. Schoen, Senior Vice  
President

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Vital Records Control	US Patent and Trademark Office	4,326,502	April 30, 2013
VRC	US Patent and Trademark Office	4,152,495	June 5, 2012
VRC Vital Records Control	US Patent and Trademark Office	4,356,089	June 25, 2013
VITALWEB	US Patent and Trademark Office	4,152,496	June 5, 2012
VITALSCAN	US Patent and Trademark Office	4,152,498	June 5, 2012
VITALTRAC	US Patent and Trademark Office	4,152,500	June 5, 2012
VITALRF	US Patent and Trademark Office	4,152,499	June 5, 2012
VITALSHRED	US Patent and Trademark Office	4,058,466	November 22, 2011
National Security	US Patent and Trademark Office	1,241,436	June 7, 1983

Trademark Applications

None.