

07/23/2015

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



7/23/15

REC  
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103672907

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Advanced Patient Advocacy, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) July 20, 2015

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Columbia Bank

Internal Address: \_\_\_\_\_

Street Address: 7168 Columbia Gateway Drive

City: Columbia

State: MD

Country: USA Zip: 21046

- Association . Citizenship \_\_\_\_\_
- General Partnership . Citizenship \_\_\_\_\_
- Limited Partnership . Citizenship \_\_\_\_\_
- Corporation . Citizenship MD
- Other \_\_\_\_\_ . Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See attached

B. Trademark Registration No.(s)  
See attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Janet M. Dery, Esquire

Internal Address: Starfield & Smith, P.C.

Street Address: 1300 Virginia Drive, Suite 325

City: Fort Washington

State: PA Zip: 19034

Phone Number: 215-542-7070

Fax Number: 215-542-0723

Email Address: jdery@starfieldsmith.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

07/23/2015 KNGUYEN1 00000001 4193750

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_ 40.00 DP  
175.00 DP

**9. Signature:**

Janet M. Dery  
Signature

7/21/2015  
Date

Janet M. Dery, Esquire  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **17**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 005584 FRAME: 0389**

**SCHEDULE A**

<b>Trademark</b>	<b>Registration/ Application Number</b>	<b>Registration/Application Date</b>	<b>Owner</b>
Advocate 20/20 Coverage Connector	4,193,750	August 21, 2012	Advanced Patient Advocacy, LLC
Advocate 20/20	4,193,748	August 21, 2012	Advanced Patient Advocacy, LLC
A Advanced Patient Advocacy Health Results. Guaranteed.	4,335,373	May 14, 2013	Advanced Patient Advocacy, LLC
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A Advanced Patient Advocacy	4,151,043	May 29, 2012	Advanced Patient Advocacy, LLC
A Advanced Patient Advocacy	4,136,450	May 1, 2012	Advanced Patient Advocacy, LLC
A Advanced Patient Advocacy	4,151,042	May 29, 2012	Advanced Patient Advocacy, LLC

COPY

**TRADEMARK SECURITY AGREEMENT**  
**(Trademark)**

This Trademark Security Agreement ("Agreement") is made as of the 20<sup>th</sup> day of July, 2015, by Advanced Patient Advocacy, LLC ("Company" or "Borrower"), a Maryland corporation, with its chief executive office located at 175 Admiral Cochrane Drive, Suite 403, Annapolis, Maryland 21401 and delivered to The Columbia Bank ("Lender") having a mailing address of 7168 Columbia Gateway Drive, Columbia, MD 21046.

**BACKGROUND**

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith between the Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement") pursuant to which Lender is making a \$3,000,000.00 SBA 7(a) Working Capital CAPLines loan to Borrower. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith between Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Security Agreement" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "Loan Documents"), under which Borrower is granting Lender, a lien on and security interest in all of the assets of Borrower, including Borrower's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Borrower has adopted, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to

secure the obligations, Borrower grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Borrower hereby covenants and agrees to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Borrower's knowledge, each of the Assets is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on **Schedule A** constitute all of the Assets, and all applications for any of the foregoing, now owned by Borrower. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trade names or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, or application or license renewal, the provisions of this Agreement shall automatically apply thereto and such trademark application, trademark, trademark registration or application or license renewal shall be deemed part of the Assets. Borrower shall give Lender prompt written notice thereof along with an amended **Schedule A**.

4. Borrower further covenants that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Borrower shall continue to have the exclusive right to use the Assets and

Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.

7. If and while an Event of Default exists and is continuing under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Borrower hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Borrower and Lender.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all obligations, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be

added to the principal amount of obligations and shall bear interest for Base Rate Loans at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Borrower shall make federal application on registrable but unregistered, trademarks or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Trademark except as permitted by the Loan Agreement.

13. Borrower shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence and continuation of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. **U.S. SMALL BUSINESS ADMINISTRATION PROVISION:** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated the date and year first written above.

**Advanced Patient Advocacy, LLC**

By: 

Kevin A. Groner, Manager

Approved and Accepted:  
**THE COLUMBIA BANK**

By: 

Name: Jeff Long

Title: VICE PRESIDENT



**SCHEDULE A**

<b>Trademark</b>	<b>Registration/ Application Number</b>	<b>Registration/Application Date</b>	<b>Owner</b>
Advocate 20/20 Coverage Connector	4,193,750	August 21, 2012	Advanced Patient Advocacy, LLC
Advocate 20/20	4,193,748	August 21, 2012	Advanced Patient Advocacy, LLC
A Advanced Patient Advocacy Health Results. Guaranteed.	4,335,373	May 14, 2013	Advanced Patient Advocacy, LLC
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A Advanced Patient Advocacy	4,151,042	May 29, 2012	Advanced Patient Advocacy, LLC

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Maryland* : SS  
COUNTY OF *Howard* :

On this *20<sup>th</sup>* of *July*, 2015, before me personally appeared Kevin A. Groner known to me (satisfactorily proven) and being duly sworn, deposes and says that he is the Manager of Advanced Patient Advocacy, LLC, the Borrower described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

S. MATTHEW SCRUGGS  
NOTARY PUBLIC  
HOWARD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 04-01-2018

*[Signature]*  
\_\_\_\_\_  
Notary Public



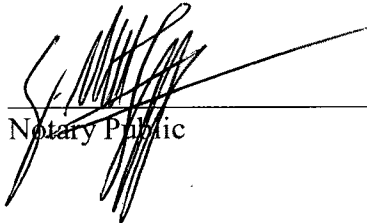
My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Maryland : SS  
COUNTY OF Howard :

On this 20<sup>th</sup> day of July, 2015, before me personally appeared Jeff Long known to me (satisfactorily proven) and being duly sworn, deposes and says that she/he is Vice President of The Columbia Bank, the Lender described in the foregoing Agreement; that she/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and she/he desires the same to be recorded as such.

S. MATTHEW SCRUGGS  
NOTARY PUBLIC  
HOWARD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 04-01-2018

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

**EXHIBIT 1**

**TRADEMARK ASSIGNMENT**  
(Trademarks)


WHEREAS, Advanced Patient Advocacy, LLC, a Maryland limited liability company (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, The Columbia Bank (“Grantee”), having a place of business at 7168 Columbia Gateway Drive, Columbia, MD 21046, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the 20<sup>th</sup> day of July, 2015.

The Columbia Bank

By:   
\_\_\_\_\_  
Attorney-in-fact

Witness:

**ACKNOWLEDGMENT**

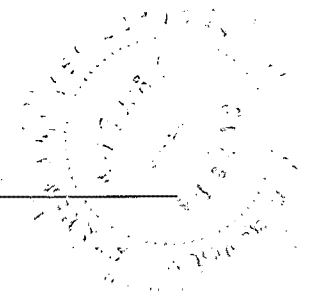
UNITED STATES OF AMERICA :  
STATE OF *Maryland* : S.S.  
COUNTY OF *Howard* :

On this 20<sup>th</sup> day of July, 2015, before me, a Notary Public for the said County and State, personally appeared Jeff Long known to me or satisfactorily proven to me to be attorney-in-fact on behalf of The Columbia Bank, and she/he acknowledged to me that she/he executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

**S. MATTHEW SCRUGGS  
NOTARY PUBLIC  
HOWARD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 04-01-2018**

  
\_\_\_\_\_  
Notary Public



My Commission Expires:

**SCHEDULE A**

<b>Trademark</b>	<b>Registration/ Application Number</b>	<b>Registration/Application Date</b>	<b>Owner</b>
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## POWER OF ATTORNEY

Advanced Patient Advocacy, LLC, a Maryland limited liability company ("Grantor"), hereby authorizes The Columbia Bank, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Loan Agreement bearing even date herewith among Grantor and certain other parties as borrowers and Grantee, as lender, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 20<sup>th</sup> day of July, 2015.

Advanced Patient Advocacy, LLC

By: 

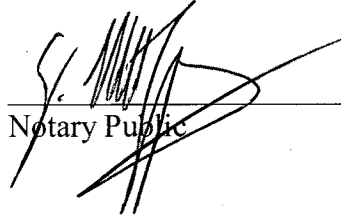
Kevin A. Groner, Manager

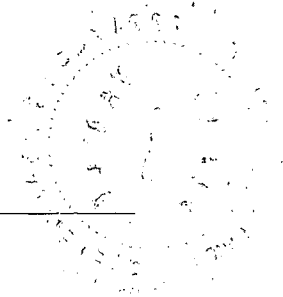
**ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF *Maryland* : SS  
COUNTY OF *Howard* :

On this 20<sup>th</sup> of July, 2015, before me personally appeared Kevin A. Groner to me known (satisfactorily proven) and being duly sworn, deposes and says that he is Manager of Advanced Patient Advocacy, LLC, the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

S. MATTHEW SCRUGGS  
NOTARY PUBLIC  
HOWARD COUNTY  
MARYLAND  
MY COMMISSION EXPIRES 04-01-2018

  
\_\_\_\_\_  
Notary Public



My Commission Expires:



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