

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490373

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|---|-------------------------------------|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Collateral Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Healthcare Interactive, Inc. | | 09/10/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | First Trust Capital Partners, LLC | | |
| Street Address: | 120 E. Liberty Drive | | |
| City: | Wheaton | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60181 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4056834 | HEALTHSPACE CLOUD | |
| Registration Number: | 4104171 | P2PAR | |
| Registration Number: | 4195360 | P2PADMIN | |
| Registration Number: | 4196667 | P2PMD | |
| Registration Number: | 4288638 | HEALTHSPACE CLOUD | |
| Registration Number: | 4363325 | DOMINATE THE CLOUD | |
| Registration Number: | 3796819 | POINT-TO-POINT HEALTHCARE | |
| Registration Number: | 4981632 | LIVE WELL, PERFORM BETTER | |
| Registration Number: | 4981633 | HABEO | |
| Registration Number: | 5046299 | FREEDOM CONTROL ENERGY | |
| Registration Number: | 5037466 | HABEO HEALTH | |
| Registration Number: | 5091810 | WELLNESS MATURITY ACCELERATOR | |
| Registration Number: | 5093607 | HEALTHSPACE | |
| Registration Number: | 5140263 | HCIACTIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | emily.klump@clarivate.com | | |

OP \$365.00 4056834

Correspondent Name: Nancy A. Zarazua
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 09/18/2018

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Healthcare Interactive, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 10, 2018

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First Trust Capital Partners, LLC

Street Address: 120 E. Liberty Drive

City: Wheaton

State: Illinois

Country: USA Zip: 60181

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Illinois

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) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

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

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

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: zarazua@chapman.com

6. Total number of applications and registrations involved:

14

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua for Chapman and Cutler LLP

September 17, 2018

Signature

Date

Nancy A. Zarazua, Paralegal

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

5

Name of Person Signing

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

TRADEMARK COLLATERAL AGREEMENT

This 10th day of September, 2018, HEALTHCARE INTERACTIVE, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 3060 Route 97, Suite 200, Glenwood, Maryland 21738, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIRST TRUST CAPITAL PARTNERS, LLC, an Illinois limited liability company, with its mailing address at 120 E. Liberty Drive, Wheaton, Illinois 60181, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTHCARE INTERACTIVE, INC.

By 
Name Henry Chen
Title CEO

Accepted and agreed to as of the date and year last above written.

FIRST TRUST CAPITAL PARTNERS, LLC

By _____
Name _____
Title _____

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

| REG. NO. | MARKS | GRANTED |
|-----------|------------------------------------|-----------------------|
| 4,056,834 | "HEALTHSPACE CLOUD" | Registered 11/15/2011 |
| 4,104,171 | "P2PAR" | Registered 02/28/2012 |
| 4,195,360 | "P2PADMIN" | Registered 08/21/2012 |
| 4,196,667 | "P2PMD" | Registered 08/28/2012 |
| 4,288,638 | "HEALTHSPACE CLOUD" | Registered 02/12/2013 |
| 4,363,325 | "DOMINATE THE CLOUD" | Registered 07/09/2013 |
| | "POINT-TO-POINT HEALTHCARE" | Registered 06/01/2014 |
| | "LIVE WELL, PERFORM BETTER" | Registered 06/21/2016 |
| 4,981,632 | | |
| 4,981,633 | "HABEO" (Design) | Registered 06/21/2016 |
| | "FREEDOM CONTROL ENERGY" | Registered 09/20/2016 |
| 5,046,299 | | |
| 5,037,466 | "HABEO HEALTH" | Registered 09/06/2016 |
| | "WELLNESS MATURITY ACCELERATOR" | Registered 11/29/2016 |
| 5,091,810 | | |
| 5,093,607 | "HEALTHSPACE" | Registered 12/06/2016 |
| 5,140,263 | "HCIACTIVE" | Registered 02/14/2017 |

PENDING FEDERAL TRADEMARK APPLICATIONS

None.