

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IDENTITY THEFT GUARD SOLUTIONS, INC.	FORMERLY Identity Theft Guard Solutions, LLC, an Oregon limited liability company and Identity Theft Guard Solutions, Inc., an Oregon corporation	12/29/2020	Corporation: DELAWARE
ID EXPERTS HOLDINGS, INC.		12/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3839055	BREACH HEALTHCHECK
Registration Number:	3559259	ID EXPERTS
Registration Number:	5926106	SOCIALSENTRY
Serial Number:	86723240	MYIDCARE
Serial Number:	86527871	ID EXPERTS
Serial Number:	85778461	MIDAS
Serial Number:	85984184	MIDAS
Serial Number:	87702816	SAFEST PLACE ON THE WEB
Serial Number:	88636823	CYBERSCAN
Serial Number:	88891377	IDX

CORRESPONDENCE DATA

Fax Number: 2028427899

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-776-2046
Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	036703-1820
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NAME OF SUBMITTER:	JENNIFER FITZPATRICK
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SIGNATURE:	/JENNIFER FITZPATRICK/
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DATE SIGNED:	01/11/2021
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Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of December 29, 2020, by and between **COMERICA BANK** (“**Bank**”) and **IDENTITY THEFT GUARD SOLUTIONS, INC.**, a Delaware corporation dba ID Experts (formerly known as Identity Theft Guard Solutions, LLC, an Oregon limited liability company and Identity Theft Guard Solutions, Inc., an Oregon corporation) (“**ITGS**”) and **ID EXPERTS HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”; together with ITGS, individually and collectively, jointly and severally, “**Grantor**”) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of August 2, 2016, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

A. Bank, ITGS and Holdings are parties to that certain Loan and Security Agreement dated as of August 2, 2016, as amended from time to time including without limitation by that certain First Amendment and Forbearance to Loan and Security Agreement dated as of April 21, 2017, that certain Second Amendment and Forbearance to Loan and Security Agreement dated as of July 25, 2017, that certain Third Amendment and Waiver to Loan and Security Agreement dated as of December 19, 2018 and that certain Fourth Amendment and Waiver to Loan and Security Agreement dated as of May 26, 2020 (as amended, restated, supplemented or otherwise modified as the date hereof, the “Original Agreement”). Bank and Grantor propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. 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 the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (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, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

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 Amended and Restated 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.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, 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 Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that this Agreement and each Loan Document may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement and each Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and each Loan Document, and that any electronically signed document (including this Agreement and each Loan Document) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request, Borrowers shall deliver such original manually executed signatures to Bank).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each Grantor also acknowledges and agrees that such Grantor's electronic signature below indicates its agreement to, and intention to be legally bound.

GRANTOR:

Address of Grantor:

IDENTITY THEFT GUARD SOLUTIONS, INC.

10300 SW Greenburg Road, Ste. 570
Portland, OR 97223
Attn: Chief Financial Officer

DocuSigned by:
By: Thomas F Kelly
83CE94F57BF1472...
Name: Thomas Kelly
Title: Chief Executive Officer

ID EXPERTS HOLDINGS, INC.

DocuSigned by:
By: Thomas F Kelly
83CE94F57BF1472...

Name: Thomas Kelly
Title: Chief Executive Officer

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

DocuSigned by:
By: Walter Weston
21FC1E9DFEFB456...
Name: Walter Weston
Title: SVP & Group Manager

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

EXHIBIT A**Copyrights**

Owner	Description	Registration Number	Registration Date
ITGS	ID Experts Breach Protection Map	TXu001644172	07/14/2009
ITGS	ID Experts Breach Protection Map/ by David E. McLeod, 1964-, Shelly Marie MacEachern Davidson, 1973-, Identity Theft Guard Solutions, LLC d.b.a. ID Experts, OnCourse Group, Inc.	TXu001373860 Supplement to TXu001644172	06/29/2016

EXHIBIT B**Patents**

Owner	Description	Patent / Application Number	Issue / Application Date
ITGS	Systems and methods for reducing medical claims fraud	9,727,919 13/296,159	11/14/2011
ITGS	Systems and methods for reducing medical claims fraud	15/667,573	08/02/17
ITGS	User Interface For Interacting With Multiple Databases	15/986,284	05/22/18
ITGS	Coordinating Discrete Systems	16/903,697	Jun 17, 2020 (pending)
ITGS	Processing Benefit Eligibility Data	16/895,049	Jun 8, 2020 (pending)
ITGS	Network Data Privacy Scoring	17/071,300	Oct 15, 2020 (pending)
ITGS	Network Privacy Policy Scoring	17/071,313	Oct 15, 2020 (pending)

EXHIBIT C**Trademarks**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
ITGS	MYIDCARE	86/723,240	08/12/2015
ITGS	IDEXPERTS	86/527,871	02/07/2015
ITGS	MIDAS	85/778,461	11/13/2012
ITGS	MIDAS MEDICAL IDENTITY PROTECTION	85/778,446 (Abandoned)	11/13/2012
ITGS	BREACH HEALTHCHECK	3,839,055	08/24/2010
ITGS	ID EXPERTS	3,559,259	01/06/2009
ITGS	MIDAS	85/984, 184	11/13/2012
ITGS	SAFEST PLACE ON THE WEB	87/702,816	11/30/2017
ITGS	CYBERSCAN	88/636,823	09/30/19
ITGS	SOCIALSENTRY	5,926,106	12/03/19
ITGS	IDX	88/891,377	4/28/20 (pending)