

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTEXTMEDIA HEALTH, LLC		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY, AS ADMINISTRATIVE AGENT		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85441164	CARDIOLOGY HEALTH NETWORK A CONTEXTMEDIA	
Registration Number:	3734197	CONTEXTMEDIA	
Serial Number:	86040198	CONTEXTMEDIA HEALTH	
Serial Number:	85441169	DERMATOLOGY HEALTH NETWORK A CONTEXTMEDI	
Serial Number:	77431623	DIABETES HEALTH NETWORK	
Serial Number:	85347842	HEART HEALTH NETWORK A CONTEXTMEDIA SERV	
Registration Number:	4065913	RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA	
Serial Number:	85441175	SKIN CARE HEALTH NETWORK A CONTEXTMEDIA	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Phone:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0094 - HESLA		

CH \$215.00 85441164

NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	03/20/2015
Total Attachments: 7 source=09. Patent_and_trademark_Agreement#page1.tif source=09. Patent_and_trademark_Agreement#page2.tif source=09. Patent_and_trademark_Agreement#page3.tif source=09. Patent_and_trademark_Agreement#page4.tif source=09. Patent_and_trademark_Agreement#page5.tif source=09. Patent_and_trademark_Agreement#page6.tif source=09. Patent_and_trademark_Agreement#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of March, 2015 by and among (i) CONTEXTMEDIA HEALTH, LLC, a Delaware limited liability company (the "Company" or the "Grantor"), (ii) the financial institutions that are or may from time to time become parties hereto (together with their respective successors and assigns, the "Lenders") and (iii) THE PRIVATEBANK AND TRUST COMPANY (in its individual capacity, "PrivateBank"), as administrative agent for the Lenders (in such capacity, together with its successors, the "Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantor by the Lenders; and

WHEREAS, Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its

benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.


(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

CONTEXTMEDIA HEALTH, LLC, a
Delaware limited liability company

By: 

Rishi Shah
Chief Executive Officer

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:


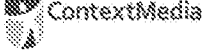
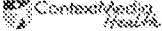



ADMINISTRATIVE AGENT, ISSUING
LENDER AND A LENDER:

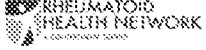

THE PRIVATEBANK AND TRUST
COMPANY

By: 
Mike Goldstein
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CARDIOLOGY HEALTH NETWORK A CONTEXTMEDIA SERVICE (Logo) 	85/441,164	Registration pending	October 6, 2011	Registration pending
CONTEXTMEDIA (Logo) 	77/755,622	3,734,197	June 9, 2009	January 5, 2010
CONTEXTMEDIA HEALTH (Logo) 	86/040,198	Registration pending	August 16, 2013	Registration pending
DERMATOLOGY HEALTH NETWORK A CONTEXTMEDIA SERVICE (Logo) 	85/441,169	Registration pending	October 6, 2011	Registration pending
DIABETES HEALTH NETWORK 	77/431,623	3,625,528	March 26, 2008	May 26, 2009
HEART HEALTH NETWORK A CONTEXTMEDIA SERVICE (and Design) 	85/347,842	Registration pending	June 16, 2011	Registration pending

RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA SERVICE and Design 	85/173,330	4,065,913	November 10, 2010	December 6, 2011
SKIN CARE HEALTH NETWORK A CONTEXTMEDIA SERVICE (Logo) 	85/441,175	Registration pending	October 6, 2011	Registration pending

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.