

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PIIOPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARCARE, INC.		08/17/2016	Corporation: DELAWARE
CC ACQUISITION CO.		08/17/2016	Corporation: DELAWARE
CCO INSURANCE SOLUTIONS LLC		08/17/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 PARK AVENUE		
Internal Address:	4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4095610	CLEARCARE	
Registration Number:	4602047	FAMILY ROOM	
Registration Number:	4724186	SCHEDULE GENIE	
Registration Number:	4904164	CAREGUARD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 VERMONT AVENUE, NW #1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
NAME OF SUBMITTER:	ROBIN DUNN		
SIGNATURE:	/Robin Dunn/		

OP \$115.00 4095610

DATE SIGNED:

08/26/2016

Total Attachments: 9

source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page2.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page3.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page4.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page5.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page6.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page7.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page8.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page9.tif
source=Trademark Cover Sheet with IP Sec Agmt-ClearCare#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 17, 2016 by and between ALLY BANK ("*Bank*") and CC ACQUISITION CO., a Delaware corporation, CLEARCARE, INC., a Delaware corporation, and CCO INSURANCE SOLUTIONS LLC, a California limited liability company (jointly and severally, "*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


SIGNATURE PAGE FOLLOWS

-2

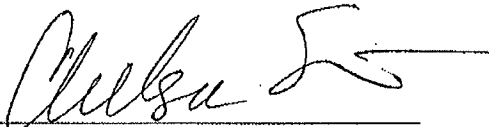
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

CC ACQUISITION CO.

By: 
Name: Chelsea Stoner
Title: President

CLEARCARE, INC.

By: 
Name: Chelsea Stoner
Title: President

CCO INSURANCE SOLUTIONS LLC

By: _____
Name: Geoffrey Nudd
Title: Sole Manager

Address of Grantor:

Bank:

Ally Bank

By _____
Name _____
Title _____
Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

CC ACQUISITION CO.

By: _____

Name: Chelsea Stoner

Title: President

CLEARCARE, INC.

By: _____

Name: Chelsea Stoner

Title: President

CCO INSURANCE SOLUTIONS LLC



By: _____

Name: Geoffrey Nudd

Title: Sole Manager

Address of Grantor:

Bank:

Ally Bank

By _____

Name _____

Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

CC ACQUISITION CO.

By _____
Name _____
Title _____

CLEARCARE, INC.

By _____
Name _____
Title _____

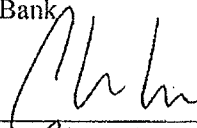
CCO INSURANCE SOLUTIONS LLC

By _____
Name _____
Title _____

Address of Grantor:

Bank:

Ally Bank

By 
Name Christopher T. Erra
Title Authorized Signer

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

	Title/ Description	Application Number	Registration /Application Date	Jurisdictions	Ownership	Actions Required within 180 days
1	Updating A Calendar Or Task Status Via Telephony	13/180,447	7/11/2011	US	Assigned to ClearCare, Inc. 19-Oct- 2011; Reel/Frame 027087/0981	None
2	Updating A Calendar Or Task Status Via Telephony	13/420,506	3/14/2012	US	Assigned to ClearCare, Inc. 30-May- 2012; Reel Frame 028289/0742	None
3	System And Apparatus For Generating Work Schedules	13/444,737	4/11/2012	US	Assigned to ClearCare, Inc. 26-Jun- 2012; Reel/Frame 028444/0726	None
4	System And Apparatus For Generating Work Schedules	13/764,581	2/11/2013	US	Assigned to ClearCare, Inc. 11-Feb- 2013; Reel Frame 029792/0308, 032143/0734	None
5	System And Apparatus For Generating Work Schedules	13/767,421	2/14/2013	US	Assigned to ClearCare, Inc. 12-Feb- 2013; Reel Frame 029815/0501, 032250/0346	Request for continued examinatio n due 8/8/2016

	Title/ Description	Application Number	Registration /Application Date	Jurisdictions	Ownership	Actions Required within 180 days
6	System And Apparatus For Generating Work Schedules	13/940,155	7/11/2013	US	Assigned to ClearCare, Inc. 8-Jul-2013; Reel Frame 030782/0400, 032178/0572	Office action response due 10/15/2016
7	System And Apparatus For Preventing Readmission After Discharge	14/023,238	9/10/2013	US	Assigned to ClearCare, Inc. 25-Jul-2013; Reel Frame 031178/0226	Office action response and RCE due 10/25/2016
8	System And Apparatus For Generating Work Schedules	14/051,294	10/10/2013	US	Assigned to ClearCare, Inc. 10-Oct-2013; Reel Frame 031385/0325, 032410/0366	None
9	Safety Management And Insurance Evaluation System	62/234,614	9/29/2015	US	Assigned to ClearCare, Inc. 20-Oct-2015; Reel/Frame 036837/0462	Conversion to utility application due 8/29/2016

EXHIBIT C
TRADEMARKS

	Description	Registration/ Application Number	Registration/ Application Date	Jurisdictions	Ownership	Actions Required within 180 days
1	CLEARCARE	4095610	2/7/2012	US	Owned by ClearCare, Inc.	None
2	FAMILY ROOM	4602047	9/9/2014	US	Owned by ClearCare, Inc.	None
3	SCHEDULE GENIE	4724186	4/21/2015	US	Owned by ClearCare, Inc.	None
4	CAREGUARD	4904164	2/23/2016	US	Owned by ClearCare, Inc.	None