

900377407 09/08/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reassurance Holdings, Inc.		07/29/2016	Corporation: DELAWARE
New Velo Holdings Merger Sub, Inc.		07/29/2016	Corporation: DELAWARE
Velo Holdings Inc.		07/29/2016	Corporation: DELAWARE
V2V Holdings LLC		07/29/2016	Limited Liability Company: DELAWARE
Coverdell & Company, Inc.		07/29/2016	Corporation: GEORGIA
Velo ACU LLC		07/29/2016	Limited Liability Company: DELAWARE
Discount Development Services, L.L.C.		07/29/2016	Corporation: ILLINOIS <i>MF</i> <i>Limited Liability Company</i>
Uni-care, Inc.		07/29/2016	Corporation: ILLINOIS
Coverdell Canada Corporation		07/29/2016	Company: NOVA SCOTIA
MemberWorks Canada Travel Services Inc.		07/29/2016	Corporation: QUEBEC
Memberworks Canada LLC		07/29/2016	Limited Liability Company: DELAWARE
FYI Direct LLC		07/29/2016	Limited Liability Company: DELAWARE
Vertrue LLC		07/29/2016	Limited Liability Company: DELAWARE
Adaptive Marketing LLC		07/29/2016	Limited Liability Company: DELAWARE
FYI Direct Canada Incorporated		07/29/2016	Company: NOVA SCOTIA

CH \$390.00 2070339

RECEIVING PARTY DATA

Name:	Village Bank & Trust
Street Address:	1545 Ellinwood Avenue
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60016
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2070339	DISCOUNT DEVELOPMENT SERVICES
Registration Number:	2005394	BEST BENEFITS
Registration Number:	3472326	BEST BENEFITS
Registration Number:	3377441	COVERDELL
Registration Number:	3703366	REASSURANCEHEALTH
Registration Number:	4046646	HEALTH STAR
Serial Number:	87101350	CAREFREE DENTAL
Serial Number:	87101356	CAREFREE AUTO
Registration Number:	4136408	SHOP·SHIP·PROTECT
Registration Number:	4195709	GETAWAY PLUS
Registration Number:	4350881	AMERICA'S PREMIER BENEFITS
Registration Number:	4036274	IDENTITYHAWK
Registration Number:	4112680	IDENTITYHAWK
Registration Number:	3755815	LEISUREEXCLUSIVES
Registration Number:	4073710	STOP FRAUD BEFORE IT STARTS

CORRESPONDENCE DATA

Fax Number: 3123468434

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.

Phone: 312.476.7558

Email: mefdocket@llegal.com

Correspondent Name: Marc E. Fineman

Address Line 1: 2 N LaSalle St.

Address Line 2: Suite 1300

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	37194-104966
NAME OF SUBMITTER:	Marc E. Fineman
SIGNATURE:	/Marc E. Fineman/
DATE SIGNED:	09/08/2016

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 2016, by Reassurance Holdings, Inc., a Delaware corporation, New Velo Holdings Merger Sub, Inc., a Delaware corporation, Velo Holdings Inc., a Delaware corporation, V2V Holdings LLC, a Delaware limited liability company, Coverdell & Company, Inc., a Georgia corporation, Velo ACU LLC, a Delaware limited liability company, Discount Development Services, L.L.C., an Illinois corporation, Uni-care, Inc., an Illinois corporation, Coverdell Canada Corporation, a Nova Scotia company, MemberWorks Canada Travel Services Inc., a Quebec corporation, Memberworks Canada LLC, a Delaware limited liability company, FYI Direct LLC, a Delaware limited liability company, Vertrue LLC, a Delaware limited liability company, Adaptive Marketing LLC, a Delaware limited liability company, and FYI Direct Canada Incorporated, a Nova Scotia company (individually and collectively the "Grantor"), in favor of VILLAGE BANK & TRUST (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the 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, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, 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;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any 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 listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, 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;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any 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 listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

REASSURANCE HOLDINGS, INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President

NEW VELO HOLDINGS MERGER SUB, INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President

VELO HOLDINGS INC., a Delaware corporation

By: 
Name: Vincent DiBenedetto
Title: President


COVERDELL & COMPANY, INC., a Georgia corporation

By: 
Name: Vincent DiBenedetto
Title: President

VELO ACU LLC, a Delaware limited liability company


By: V2V Holdings LLC, a Delaware limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member


By: 
Name: Vincent DiBenedetto
Title: President

DISCOUNT DEVELOPMENT SERVICES, L.L.C., an Illinois limited liability company

By: Coverdell & Company, Inc., a Georgia corporation, its sole member


By: 
Name: Vincent DiBenedetto
Title: President

UNI-CARE, INC., an Illinois corporation

By: 
Name: Vincent DiBenedetto
Title: President

MEMBERWORKS CANADA LLC, a Delaware limited liability company

By: Coverdell & Company, Inc., a Georgia corporation, its sole member

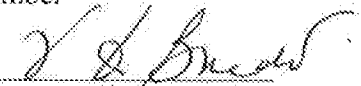
By: 
Name: Vincent DiBenedetto
Title: President

FYI DIRECT LLC, a Delaware limited liability Company

By: Velo ACU LLC, a Delaware limited liability company, its sole member

By: V2V Holdings LLC, a Delaware limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member


By: 
Name: Vincent DiBenedetto
Title: President

VERTRUE LLC, a Delaware limited liability company

By: Velo ACU LLC, a Delaware limited liability company, its sole member

By: V2V Holdings LLC, a Delaware limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member

By: 
Name: Vincent DiBenedetto
Title: President


ADAPTIVE MARKETING LLC, a Delaware limited liability company

By: Vertrue LLC, a Delaware limited liability company, its sole member

By: Velo ACU LLC, a Delaware limited liability company, its sole member


By: V2V Holdings LLC, a Delaware Limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member

By: 
Name: Vincent DiBenedetto
Title: President

V2V Holdings LLC, a Delaware limited liability company, its sole member

By: Velo Holdings, Inc., a Delaware corporation, its sole member

By: 
Name: Vincent DiBenedetto
Title: President

Acknowledged:

VILLAGE BANK & TRUST

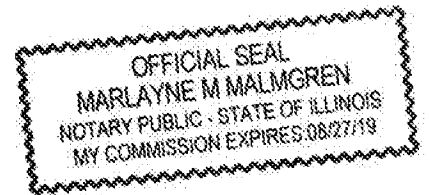
By: 
Name: 
Title: 

STATE OF IL)

COUNTY OF COOK) ss
)

On this 29 day of JULY, 2016, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Marlayne M Malmgren
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
DISCOUNT DEVELOPMENT SERVICES	74/647,835	2,070,339	3/17/1995	6/10/1997
BEST BENEFITS	74/647,834	2,005,394	3/17/1995	10/1/1996
BEST BENEFITS (Principal Register)	78/935,794	3,472,326	7/24/2006	7/22/2008
BEST BENEFITS – (Canada)	1317191	753157		
SM: COVERDELL & Design	77/141,447	3,377,441	3/27/2007	2/5/2008
SM: REASSURANCE HEALTH & design	77/634,241	3,703,366	12/16/2008	10/27/2009
SM - HEALTH STAR & design	85/122,552	4,046,646	9/3/2010	10/25/2011
SM- CAREFREE DENTAL & design	87/101,350	----	7/12/2016	
SM- CAREFREE AUTO & design	87/101,356	----	7/12/2016	
SHOP SHIP PROTECT & design	85/187,177	4,136,408	11/30/2010	5/1/2012
GETAWAY PLUS & design	85/340,252	4,195,709	6/7/2011	8/21/2012
AMERICA'S PREMIER BENEFITS & design	85/427,265	4,350,881	9/20/2011	6/11/2013
SM- IDENTITYHAWK	85162934/ 85162936	4036274/ 4112680	10/27/2010	10/4/2011

SM- COVERDELL & Design (Canada)	1344673	736896		
SM-TRAVEL CLUB OF CANADA (Canada)	567322	361738		
SM- PLAN-IT FORWARD (Canada)	1489501	813412		
SM-DRIVER'S ADVANTAGE (Canada)	609819	453617		
SM-LIFESTYLE REWARDS (Canada)	1515560	831444		
TM- PROTECTION VIE PRIVEE (Canada)	1420324	790104		
SM-AVANTAGE VOYAGES (Canada)	06020817	362326		
SM-CARD PROTECT PLUS (Canada)	1035274	570761		
SM-CREDIT SAFETY GUARD (Canada)	1423476	812570		
SM-FREQUENT DRIVERS CLUB(Canada)	609820	365224		
SM- AUTOVANTAGE (Canada)	611490	453618		
SM-BON- RETOUR (Canada)	571086	339351		
SM-PRIVACY PROTECTION PLUS (Canada)	1420251	790103		
SM-CLUB UNIK (Canada)	572211	339356		
SM- TRAVELLER'S ADVANTAGE (Canada)	606974	354902		

SM-TOTAL HOME CARE (Canada)	1467517	808796		
SM-IDEAL PROTECTION (Canada)	1431983	809621		
SM-SUPERSAVER TRAVEL CLUB (Canada)	598475	355093		
SM-TRAVEL SOURCE (Canada)	1501588	831820		
SM-GALLERIA (Canada)	1077329	593730		
SM-SHOPPING NETWORK (Canada)	538120	365360		
SM- CLUB DE VOYAGES SUPER-RABAIS (Canada)	600576	365176		
SM-TOTAL CAR CARE (Canada)	1467519	835466		
SM-MY24ASSISTANCE (Canada)	1415656	809462		
SM-LEISUREEXCLUSIVES	77612177	3755815	11/11/2008	3/2/2010
SM- STOP FRAUD BEFORE IT STARTS	85308480	4073710	4/29/2011	12/20/2011

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses N/A