

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDLIVE, INC.		05/22/2017	Corporation: DELAWARE
MDLIVE LLC		05/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 Main Street, Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86708151	LIFE AWAITS	
Registration Number:	4479215	MDLIVE	
Registration Number:	4228118	MDLIVE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	321831-129		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	05/23/2017		
Total Attachments: 5			
source=CRG-MDLIVE - Patent and Trademark Security Agreement Execution#page1.tif			

CH \$90.00 86708151

source=CRG-MDLIVE - Patent and Trademark Security Agreement Execution#page2.tif

source=CRG-MDLIVE - Patent and Trademark Security Agreement Execution#page3.tif

source=CRG-MDLIVE - Patent and Trademark Security Agreement Execution#page4.tif

source=CRG-MDLIVE - Patent and Trademark Security Agreement Execution#page5.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, MDLIVE, INC., a Delaware corporation (“*Borrower*”), and MDLIVE LLC, a Delaware limited liability company (collectively with Borrower, “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of May 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantors, the subsidiaries of Borrower from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which each Grantor has granted to each Lender, each other Secured Party and Administrative Agent, for the benefit of the Secured Parties, a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver for filing by Administrative Agent in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by each Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of each Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

MDLIVE, INC., as Grantor

By 
Name: Scott D. Decker
Title: Chief Executive Officer

MDLIVE LLC, as Grantor

By 
Name: Scott D. Decker
Title: Chief Executive Officer

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

None.

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor Owner	Trademark	Registration Number (if registered) or Serial Number (if applied for only)	Registration Date (if registered) or Filing Date (if applied for only)
MDLIVE, Inc.	LIFE AWAITS	Serial No. 86708151	Filed July 29, 2015
MDLIVE, Inc.	MDLIVE	Reg. No. 4479215	Registered October 16, 2012
MDLive LLC	MDLIVE	Reg. No. 4228118	Registered October 16, 2012