

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Influence Health, Inc.		02/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85802670	MEDSEEK	
Serial Number:	86361505	INFLUENCE HEALTH	
Serial Number:	85558912	BRIGHTWHISTLE	
Serial Number:	85558918	BRIGHTWHISTLE	
Serial Number:	85558923	BRIGHTWHISTLE	
Serial Number:	85559173		
Serial Number:	85559176		
Serial Number:	85874052	YOUR PATIENTS HAVE MOVED.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.015975		
NAME OF SUBMITTER:	Steven Sheesley		

CH \$215.00 85802670

SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	02/05/2019
Total Attachments: 6 source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page1.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page2.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page3.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page4.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page5.tif source=SunTrust_HealthGrades - Trademark Collateral Agreement (Executed)#page6.tif	

TRADEMARK COLLATERAL AGREEMENT

This 5th day of February, 2019, Influence Health, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1801 California Street, Suite 800, Denver, Colorado 80202, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to SunTrust Bank (“*SunTrust*”), acting as administrative agent hereunder for the Secured Creditors, and its successors and assigns (SunTrust acting as such administrative agent and any successor(s) or assign(s) to SunTrust acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a lien on and security interest in, the following property (“*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of September 30, 2013, between Health Grades, Inc., a Delaware corporation, Mountain Acquisition Corp., a Delaware corporation, the other parties executing that certain Security Agreement under the heading “*Debtors*”, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

This Trademark Collateral Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations or Cash Collateralization of issued and outstanding Letters of Credit). Upon the termination of this Trademark Collateral Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by Debtor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the Trademark Collateral are more fully set forth in the Security Agreement.

This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Security Agreement.

This Trademark Collateral Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INFLUENCE HEALTH, INC.

By: 
Name: Harris Troutman
Title: Chief Legal Officer and Secretary

Accepted and agreed to as of the date and year last above written.

SUNTRUST BANK, as Agent

By: *Lobby R...*
Name: *Lobby R...*
Title: *Vice President*

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A

To Trademark Collateral Agreement

FEDERAL TRADEMARK REGISTRATIONS

Influence Health, Inc.

No.	Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Current Owner of Record
1.	MEDSEEK	U.S.	85802670 14-Dec-2012	4361531 2-Jul-2013	009	REGISTERED	Influence Health, Inc. (f/k/a MedSeek Inc.)
2.	INFLUENCE HEALTH	U.S.	86361505 08-Aug-2014	4946999 26-Apr-2016	009, 035, 042, 044	REGISTERED	Influence Health, Inc.
3.	BRIGHTWHISTLE	US	85558912 02-Mar-2012	4336046 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
4.	BRIGHTWHISTLE (and Design) 	US	85558918 02-Mar-2012	4336047 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
5.	BRIGHTWHISTLE (and Design) 	US	85558923 02-Mar-2012	4336048 14-May-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
6.	BRIGHTWHISTLE	Mexico	1319826 08-Oct-2012	1347851 11-Feb-2013	42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
7.	BRIGHTWHISTLE	Mexico	1319828 08-Oct-2012	1347852 11-Feb-2013	35	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
8.	BRIGHTWHISTLE	European Union	11121357 15-Aug-2012	11121357 06-Mar-2013	35, 42	REGISTERED Renewal due 15- AUG-2022	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
9.	Design Only 	US	85559173 02-Mar-2012	4463280 07-Jan-2014	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)
10.	Design Only 	US	85559176 02-Mar-2012	4459662 31-Dec-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)

No.	Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Status	Current Owner of Record
11.	YOUR PATIENTS HAVE MOVED.	US	85874052 12-Mar-2013	4418439 15-Oct-2013	35, 42	REGISTERED	Influence Health, Inc. (as successor to BRIGHTWHISTLE INC.)

PENDING FEDERAL TRADEMARK APPLICATIONS

None.