

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-800-Medigap Holdings, LLC		09/12/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Alturus 1-800-Medigap, LLC		
Street Address:	2626 Cole Avenue, Suite 625		
Internal Address:	Attn: Chad D. Hufsey		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4068891	1-800-MEDIGAP	
Registration Number:	4334389	MEDIGAP MAN	
CORRESPONDENCE DATA			
Fax Number:	9722393332		
<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>			
Email:	atarver@slnlegal.com		
Correspondent Name:	Law Offices of Shanna Nugent, PC		
Address Line 1:	14285 Midway Road, Suite 130		
Address Line 4:	Addison, TEXAS 75001		
NAME OF SUBMITTER:	Amanda Tarver		
SIGNATURE:	/Amanda Tarver/		
DATE SIGNED:	10/01/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made and entered into as of September 12, 2014, by 1-800-MEDIGAP HOLDINGS, LLC, a Texas limited liability company ("*Grantor*"), in favor of ALTURUS 1-800-MEDIGAP, LLC, a Texas limited liability company ("*Lender*").

RECITALS:

WHEREAS, pursuant to that certain Secured, Convertible Promissory Note, dated as of the date hereof, by and among Grantor and Lender, (as from time to time amended, restated, supplemented or otherwise modified, the "*Note*"), Lender has agreed to make the Loan to Grantor;

WHEREAS, Lender is willing to make the Loan as provided for in the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, for itself, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto and as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, for itself, this Trademark Security Agreement;

AGREEMENT:

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Note. Where applicable in the context of this Trademark Security Agreement and except as otherwise defined herein, terms used in this Trademark Security Agreement shall have the meanings assigned to them in the Code.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete repayment and performance of the Grantor's Obligations under the Note and other Loan Documents, Grantor hereby grants to Lender, a continuing first priority 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 (collectively, the "*Trademark Collateral*");

(a) all of its state (including common law), federal and foreign trademarks, service marks and trade names and all applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark if the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names

and applications as described in Schedule 1 hereto, whether registered or unregistered and wherever registered;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind and nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. CONTINUING SECURITY INTEREST. Grantor agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 6.

5. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants to Secured Party that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Grantor, in whole or in part, is set forth on Schedule 1 hereto.

6. TERMINATION. This Trademark Security Agreement shall automatically terminate upon the Termination Date.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in multiple counterparts (including facsimile 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.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

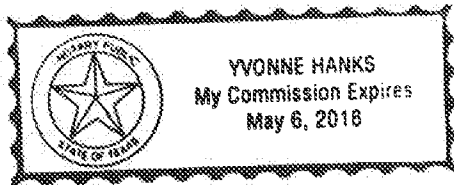
1-800-MEDIGAP HOLDINGS, LLC, as Grantor

By: [Signature]
Jeffrey Cline
Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
COUNTY OF Rockwall) ss.

On this 10 day of September, 2014 before me personally appeared Jeffrey Cline, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 1-800-MEDIGAP HOLDINGS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public
[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:
ALTURUS 1-800-MEDIGAP, LLC, as Lender

By: _____
Chad D. Hufsey,
Duly Authorized Signatory

Schedule I
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
1-800-Medigap Management Inc.	Medigap Man (word only)	4,334,389	May 14, 2013
Policy Store	1-800-MEDIGAP (word only)	4,068,891	December 6, 2011

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>Date</u>
None.		

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

None.

COMMON LAW TRADEMARK

<u>Owner</u>	<u>Trademark Description</u>	<u>Date First in Use</u>
1-800-Medigap Management Inc.	Esteemed Living	February 2, 2012