

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IDENTITY THEFT GUARD SOLUTIONS, INC.	FORMERLY IDENTITY THEFT GUARD SOLUTIONS, LLC	08/02/2016	Corporation: DELAWARE
ID EXPERTS HOLDINGS, INC.		08/02/2016	Corporation: DELAWARE
ID EXPERTS MERGER SUB, INC.		08/02/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86723240	MYIDCARE
Serial Number:	86527871	ID EXPERTS
Serial Number:	85778461	MIDAS
Serial Number:	85778446	MIDAS MEDICAL IDENTITY PROTECTION
Registration Number:	3839055	BREACH HEALTHCHECK
Registration Number:	3559259	ID EXPERTS
Serial Number:	85984184	MIDAS

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

TRADEMARK

Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1820

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 08/02/2016

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2016 by and between **COMERICA BANK** (“**Bank**”) and **IDENTITY THEFT GUARD SOLUTIONS, INC.**, a Delaware corporation dba ID Experts (formerly known as Identity Theft Guard Solutions, LLC, an Oregon limited liability company and Identity Theft Guard Solutions, Inc., an Oregon corporation) (“**ITGS**”), **ID EXPERTS HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”) and **ID EXPERTS MERGER SUB, INC.**, a Delaware corporation (“**Peloton**”, and with ITGS and Holdings, individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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, restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon 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.

B. 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, 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 Collateral (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.

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 that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

IDENTITY THEFT GUARD SOLUTIONS, INC.

10300 SW Greenburg Road, Ste. 570
Portland, OR 97223
Attn: Allen Muhich

By: *Robert Gregg*
Name: Robert Gregg
Title: Chief Executive Officer

ID EXPERTS HOLDINGS, INC.

10300 SW Greenburg Road, Ste. 570
Portland, OR 97223
Attn: Allen Muhich

By: *Robert Gregg*
Name: Robert Gregg
Title: Chief Executive Officer

ID EXPERTS MERGER SUB, INC.

10300 SW Greenburg Road, Ste. 570
Portland, OR 97223
Attn: Allen Muhich

By: _____
Name: Justin Yang
Title: Treasurer and Secretary

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Security Agreement]

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Name: Justin Yang
Title: Treasurer and Secretary

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Name: _____
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Portland, OR 97223
Attn: Allen Muhich

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: Doug Hollenbeck
Name: Douglas Hollenbeck
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Owner	Description	Registration Number	Registration Date
ITGS	ID Experts Breach Protection Map	TXu001644172	07/14/2009

EXHIBIT B

Patents

Owner	Description	Patent / Application Number	Issue / Application Date
ITGS	Systems and methods for reducing medical claims fraud	13/296,159	11/14/2011

EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
ITGS	MYIDCARE	86/723,240	08/12/2015
ITGS	IDEXPERTS	86/527,871	02/07/2015
ITGS	MIDAS	85/778,461	11/13/2012
ITGS	MIDAS MEDICAL IDENTITY PROTECTION	85/778,446	11/13/2012
ITGS	BREACH HEALTHCHECK	3,839,055	08/24/2010
ITGS	ID EXPERTS	3,559,259	01/06/2009
ITGS	MIDAS	85/984, 184	11/13/2012