

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP
Street Address:	300 WEST SIXTH STREET, SUITE 2230
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

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

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 214-932-6400

Email: sshernandez@mcguirewoods.com

Correspondent Name: AARON J. PICKELL

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 4: DALLAS, TEXAS 75201

TRADEMARK

NAME OF SUBMITTER:	Aaron J. Pickell
SIGNATURE:	/Aaron J. Pickell/
DATE SIGNED:	08/15/2016
Total Attachments: 7 source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page1.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page2.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page3.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page4.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page5.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page6.tif source=Active_80933108_1_IDE Intellectual Property Security Agreement (IPSA) 2016 8 2 (3)#page7.tif	

Intellectual Property Security Agreement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2016 by and among, ID EXPERTS HOLDINGS, INC., a Delaware corporation (“*Parent*”), ID EXPERTS MERGER SUB, INC. a Delaware corporation (“*Merger Sub*”), IDENTITY THEFT GUARD SOLUTIONS, INC., a Delaware corporation (“*Company*” together with Merger Sub and Parent, jointly and severally, each a “*Borrower*” and collectively, the “*Borrowers*”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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.

[Signature pages follow]

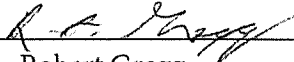
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrowers:

c/o Peloton Equity, LLC
10 Glenville Street
Greenwich, Connecticut 06831

BORROWERS:

ID EXPERTS HOLDINGS, INC.,
a Delaware corporation

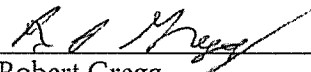
By: 
Name: Robert Gregg
Title: Chief Executive Officer

ID EXPERTS MERGER SUB, INC.,
a Delaware corporation

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

Lincoln Center One
10300 SW Greenburg Road
Suite 570
Portland, Oregon 97223

IDENTITY THEFT GUARD SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: Robert Gregg
Title: Chief Executive Officer

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.

Address of Borrowers:

BORROWERS:

ID EXPERTS HOLDINGS, INC.,
a Delaware corporation

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

Lincoln Center One
10300 SW Greenburg Road
Suite 570
Portland, Oregon 97223

ID EXPERTS MERGER SUB, INC.,
a Delaware corporation

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

IDENTITY THEFT GUARD SOLUTIONS, INC.,
a Delaware corporation

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


Address of Lender:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 
Name: William A. Schell
Title: Manager

SCHEDULE A
Copyrights

Borrower	Copyright	Reg. No.	Reg. Date
Identity Theft Guard Solutions, Inc.	ID Experts Breach Protection Map	Txu001644172	7/14/09

[Schedule A to IPSA]

SCHEDULE B
Patents

Patent Applications:

Borrower	Patent	App No.	App. Date
Identity Theft Guard Solutions, Inc.	Systems and Methods for Reducing Medical Claims Fraud	13/296,159	11/14/2011



[Schedule B to IPSA]

SCHEDULE C
Trademarks

Trademarks:

Borrower	Mark	Country	Class	Reg. No.	Reg. Date
Identity Theft Guard Solutions, Inc.	BREACH HEALTHCHECK	United States	45	3,839,055	8/24/2010
Identity Theft Guard Solutions, Inc.	ID EXPERTS	United States	35, 45	3,559,259	1/6/2009

Trademark Applications:

Borrower	Mark	Country	Class	App. No.	App. Date
Identity Theft Guard Solutions, Inc.	ID EXPERTS (& Design) 	United States	09, 35, 36, 38, 42, 45	86/527,871	2/7/2015
Identity Theft Guard Solutions, Inc.	MIDAS	United States	42	85/778,461	11/13/2012
Identity Theft Guard Solutions, Inc.	MIDAS	United States	09, 38, 45	85/984,184	11/13/2012
Identity Theft Guard Solutions, Inc.	MIDAS MEDICAL IDENTITY PROTECTION (& Design) 	United States	09, 38, 42, 45	85/778,446	11/13/2012
Identity Theft Guard Solutions, Inc.	MYIDCARE	United States	36,45	86/723,240	8/12/2015

[Schedule C to IPSA]

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RECORDED: 08/15/2016

TRADEMARK
REEL: 005855 FRAME: 0428