

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ability Network, Inc.		12/13/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as collateral agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3065583	RISKWATCH
Registration Number:	3012067	CAREWATCH
Registration Number:	2666397	VISIONSHARE
Registration Number:	2187825	OCS-OASIS
Registration Number:	2187811	OCS
Registration Number:	2186525	IVANS MAILCONNECT
Registration Number:	2186481	IVANS
Registration Number:	2274698	M.D. ON-LINE
Registration Number:	1916748	IVANS
Registration Number:	3739289	QUALITYWATCH
Registration Number:	3634780	IVANS LIME
Registration Number:	3594308	UB WATCH
Registration Number:	5174656	PC-ACE
Registration Number:	5029977	HEMOCARE ELITE
Registration Number:	5098295	ABILITY OPTIMIZE
Registration Number:	5001308	ABILITY ACCESS
Registration Number:	4772375	ABILITY ILLUMINATE
Registration Number:	4598495	VREP

CH \$1090.00 3065583

Property Type	Number	Word Mark
Registration Number:	4602726	VMSL
Registration Number:	4399793	IREP
Registration Number:	4390992	CW CONNECT
Registration Number:	4872573	CHOICE
Registration Number:	4654898	COMPLETE
Registration Number:	4453270	TOGETHER
Registration Number:	4508923	NOW
Registration Number:	4513304	MY ABILITY
Registration Number:	4457421	POWER OF THE NETWORK
Registration Number:	4448722	ABILITY COMPLETE
Registration Number:	4549966	ABILITY CHOICE
Registration Number:	4513302	ABILITY AWARE
Registration Number:	4513301	ABILITY NOW
Registration Number:	4513303	ABILITY TOGETHER
Registration Number:	4468571	ABILITY EASE
Registration Number:	4248977	SURVEY WATCH
Registration Number:	4317833	INSTINCTIVE DATA
Registration Number:	4313809	SIXTH SENSE
Registration Number:	4313807	CARE ALERT
Registration Number:	4177919	ELEVATING THE HEALTHCARE CONVERSATION
Registration Number:	4177914	ABILITY
Registration Number:	4177915	A
Registration Number:	4303534	DIRECTABILITY
Serial Number:	87228728	ABILITY HEALTH
Serial Number:	87599532	ABILITY SMARTFORCE

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Champion/White & Case LLP

Address Line 1: 1221 Ave of the Americas

Address Line 2: Patent & Trademark Dept.

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1155735-0205

NAME OF SUBMITTER: Matthew Champion

SIGNATURE: /Matthew Champion/

DATE SIGNED:	12/13/2017
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 13, 2017, made by ABILITY Network Inc., a Delaware corporation (the “Grantor”), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 13, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, each Lender from time to time party thereto, Jefferies Finance LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of December 13, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) pursuant to the provisions of the Second Lien Intercreditor Agreement, the liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Second Lien Intercreditor Agreement), including liens and security interests granted to Jefferies Finance LLC, as administrative agent and collateral agent, pursuant to or in connection with the First Lien Credit

Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[signature page follows]

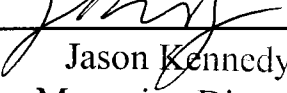
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ABILITY NETWORK INC.,
as Grantor

By: 
Name: Jamison Rice
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC
as Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement for ABILITY Network Inc.]

TRADEMARK
REEL: 006227 FRAME: 0602

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	RISKWATCH	78551815	21-JAN-2005	3065583	07-MAR-2006	ABILITY NETWORK INC.
2.	CAREWATCH	78302706	19-SEP-2003	3012067	01-NOV-2005	ABILITY NETWORK INC.
3.	VISIONSHARE	76378584	05-MAR-2002	2666397	24-DEC-2002	ABILITY NETWORK INC.
4.	OCS-OASIS	75373675	15-OCT-1997	2187825	08-SEP-1998	ABILITY NETWORK INC.
5.	OCS	75372706	14-OCT-1997	2187811	08-SEP-1998	ABILITY NETWORK INC.
6.	IVANS MAILCONNECT	75171185	24-SEP-1996	2186525	01-SEP-1998	ABILITY NETWORK INC.
7.	IVANS & Design	75152535	19-AUG-1996	2186481	01-SEP-1998	ABILITY NETWORK INC.
8.	M.D. ON-LINE	74713687	10-AUG-1995	2274698	31-AUG-1999	ABILITY NETWORK INC.
9.	IVANS	74571712	09-SEP-1994	1916748	05-SEP-1995	ABILITY NETWORK INC.
10.	QUALITYWATCH	77750531	02-JUN-2009	3739289	19-JAN-2010	ABILITY NETWORK INC.
11.	IVANS LIME	77606229	03-NOV-2008	3634780	09-JUN-2009	ABILITY NETWORK INC.
12.	UB WATCH	77520078	11-JUL-2008	3594308	24-MAR-2009	ABILITY NETWORK INC.
13.	PC-ACE	86924625	01-MAR-2016	5174656	04-APR-2017	ABILITY NETWORK INC.
14.	HEMOCARE ELITE	86702715	23-JUL-2015	5029977	30-AUG-2016	ABILITY NETWORK INC.
15.	ABILITY OPTIMIZE	86691185	13-JUL-2015	5098295	13-DEC-2016	ABILITY NETWORK INC.
16.	ABILITY ACCESS	86655864	09-JUN-2015	5001308	19-JUL-2016	ABILITY NETWORK INC.
17.	ABILITY ILLUMINATE	86447824	07-NOV-2014	4772375	14-JUL-2015	ABILITY NETWORK INC.
18.	VREP	85966786	21-JUN-2013	4598495	02-SEP-2014	ABILITY NETWORK INC.
19.	VMSL	85966806	21-JUN-2013	4602726	09-SEP-2014	ABILITY NETWORK INC.
20.	IREP	85839841	04-FEB-2013	4399793	10-SEP-2013	ABILITY NETWORK INC.

21.	CW CONNECT	85743364	02-OCT-2012	4390992	27-AUG-2013	ABILITY NETWORK INC.
22.	CHOICE	85705248	16-AUG-2012	4872573	22-DEC-2015	ABILITY NETWORK INC.
23.	COMPLETE	85705350	16-AUG-2012	4654898	16-DEC-2014	ABILITY NETWORK INC.
24.	TOGETHER	85705345	16-AUG-2012	4453270	24-DEC-2013	ABILITY NETWORK INC.
25.	NOW	85703497	14-AUG-2012	4508923	08-APR-2014	ABILITY NETWORK INC.
26.	MY ABILITY	85703481	14-AUG-2012	4513304	15-APR-2014	ABILITY NETWORK INC.
27.	POWER OF THE NETWORK	85703491	14-AUG-2012	4457421	31-DEC-2013	ABILITY NETWORK INC.
28.	ABILITY COMPLETE	85698029	08-AUG-2012	4448722	10-DEC-2013	ABILITY NETWORK INC.
29.	ABILITY CHOICE	85696853	07-AUG-2012	4549966	17-JUN-2014	ABILITY NETWORK INC.
30.	ABILITY AWARE	85696858	07-AUG-2012	4513302	15-APR-2014	ABILITY NETWORK INC.
31.	ABILITY NOW	85696847	07-AUG-2012	4513301	15-APR-2014	ABILITY NETWORK INC.
32.	ABILITY TOGETHER	85696866	07-AUG-2012	4513303	15-APR-2014	ABILITY NETWORK INC.
33.	ABILITY EASE	85570584	15-MAR-2012	4468571	21-JAN-2014	ABILITY NETWORK INC.
34.	SURVEY WATCH	85483146	29-NOV-2011	4248977	27-NOV-2012	ABILITY NETWORK INC.
35.	INSTINCTIVE DATA	85372217	15-JUL-2011	4317833	09-APR-2013	ABILITY NETWORK INC.
36.	SIXTH SENSE	85372220	15-JUL-2011	4313809	02-APR-2013	ABILITY NETWORK INC.
37.	CARE ALERT	85371538	14-JUL-2011	4313807	02-APR-2013	ABILITY NETWORK INC.
38.	ELEVATING THE HEALTHCARE CONVERSATION	85317368	10-MAY-2011	4177919	24-JUL-2012	ABILITY NETWORK INC.
39.	ABILITY	85316355	09-MAY-2011	4177914	24-JUL-2012	ABILITY NETWORK INC.
40.	A	85316359	09-MAY-2011	4177915	24-JUL-2012	ABILITY NETWORK INC.
41.	DIRECTABILITY	85316349	09-MAY-2011	4303534	19-MAR-2013	ABILITY NETWORK INC.
42.	ABILITY HEALTH	87228728	07-NOV-2016			ABILITY NETWORK INC.
43.	ABILITY SMARTFORCE	87599532	07-SEP-2017			ABILITY NETWORK INC.