

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472351

| | | | |
|---|-----------------------------------|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACTIVEAID ACQUISITION, LLC | | 04/30/2018 | Limited Liability Company: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | BELL BANK | | |
| Street Address: | 5500 Wayzata Boulevard | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55416 | | |
| Entity Type: | Banking Corporation: NORTH DAKOTA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2886057 | ACTIVEAID | |
| Registration Number: | 1262903 | ACTIVEAID | |
| Registration Number: | 1263098 | ACTIVEAID | |
| Registration Number: | 0808887 | ACTIVEAID | |
| Registration Number: | 0808160 | ACTIVEAID | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6129778650 | | |
| <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: | 612-977-8400 | | |
| Email: | ljoyce@briggs.com | | |
| Correspondent Name: | BRIGGS AND MORGAN, P.A. | | |
| Address Line 1: | 80 South 8th Street | | |
| Address Line 2: | 2200 IDS Center | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 38397.114 | | |
| NAME OF SUBMITTER: | Audrey J. Babcock | | |
| SIGNATURE: | /Audrey J. Babcock/ | | |
| DATE SIGNED: | 05/02/2018 | | |

CH \$140.00 2886057

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Dated: April 30, 2018

WHEREAS, ACTIVEAID ACQUISITION, LLC, a Minnesota limited liability company (“Grantor”), owns the trademark registrations and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Altimate Medical, Inc., a Minnesota corporation (“AMI”), Altimate Medical Holdings, Inc., a Delaware corporation (“AMH”), Johns Creek Holdings, Inc., a Delaware corporation (“JCH”), and Medical Positioning, Inc., a Missouri corporation (“MPI”, and collectively with AMI, AMH and JCH, the “Borrowers”) and BELL BANK, a North Dakota banking corporation (together with its successors and assigns, “Grantee”), are parties to a Loan and Security Agreement, dated as November 30, 2017 (as the same may be amended and in effect from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has, among other things, granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, in each case including without limitation those listed on Schedule 1, together with all of the goodwill of the business connected with the use thereof, and symbolized thereby; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 and the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted

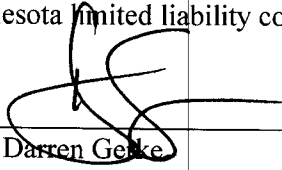
hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:


ACTIVEAID ACQUISITION, LLC,
a Minnesota limited liability company

By: 
Name: Darren Gelke
Title: Treasurer

[Signature Page to Trademark Security Agreement (Activeaid)]

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

BELL BANK,
a North Dakota banking corporation

By: 
Name: Michael Mahoney
Title: Managing Director

[Signature Page to Trademark Security Agreement (Activeaid)]

**Schedule 1 to
Trademark Security Agreement**

U.S. Trademark Registrations

| Mark | Jurisdiction | Registration No. | Registration Date |
|-------------|---------------------|-------------------------|--------------------------|
| ACTIVEAID | United States | 2886057 | 21-SEP-2004 |
| ACTIVEAID | United States | 1262903 | 03-JAN-1984 |
| ACTIVEAID | United States | 1263098 | 03-JAN-1984 |
| ACTIVEAID | United States | 0808887 | 24-MAY-1966 |
| ACTIVEAID | United States | 0808160 | 10-MAY-1966 |