

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HEALTHINATION, INC.		05/30/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4059745	FOOD RESCUE
Registration Number:	4136013	HEALTHYNATION
Registration Number:	4136012	HEALTHYNATION
Registration Number:	4050096	HEALTHYNATION
Registration Number:	4046198	HEALTHINATION
Registration Number:	3370791	LEARN.SHARE.CONNECT.
Registration Number:	3393365	LEARN.SHARE.CONNECT.
Registration Number:	3604489	HEALTHINATION
Registration Number:	3671042	HEALTHINATION
Serial Number:	85294804	FOOD RESCUE

**CORRESPONDENCE DATA**

Fax Number: 9193541278

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

CH \$265.00 4059745

*via US Mail.*

Phone: 919-314-3086  
Email: loandocsdept@square1bank.com  
Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
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Signature:	/leeconner-tkf/
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Date:	06/12/2013
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 30, 2013 by and between SQUARE 1 BANK ("*Bank*") and HEALTHINATION INC., a Delaware corporation ("*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, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, "*Intellectual Property Collateral*").

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

square 1 bank

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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**



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:

**HEALTHINATION INC.**

35 East 21<sup>st</sup> Street

By: 

New York, NY 10010

Name: Tony Estrella

Title: COO

**BANK:**

Address of Bank:

**SQUARE 1 BANK**

406 Blackwell Street, Suite 240

By: 

Durham, NC 27701

Name: Charles N. [unclear]

Attn: Loan Documentation Department

Title: [unclear]

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**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		



**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
NONE		



EXHIBIT C  
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Food Rescue	85294804	4-14-2011
Food Rescue	4059745	11-22-2011
Healthynation	4136013	5-1-2012
Healthynation	4136012	5-1-2012
Healthynation	4050096	11-1-2011
Healthination	4046198	10-25-2011
Learn.share.connect	3370791	1-15-2008
Learn.share.connect	3393365	3-4-2008
Healthination	3604489	4-7-2009
Healthination	3671042	8-18-2009

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HealthiNation Inc. – IPSA – Execution Version

RECORDED: 06/12/2013

TRADEMARK  
REEL: 005046 FRAME: 0345

