

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
WORLDDOC, INC.		07/31/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3774427	WORLDD C
Registration Number:	3859016	WORLDD C
Registration Number:	3767176	WORLDD C
Registration Number:	3830007	WORLDD C TX
Registration Number:	3830006	WORLDD C RX
Registration Number:	3830005	WORLDDOC
Registration Number:	3823545	WORLDDOC
Registration Number:	3823544	WORLDDOC
Registration Number:	3823543	WORLDD C RX
Registration Number:	3823542	WORLDD C 24/7
Registration Number:	3823541	
Registration Number:	3836505	
Registration Number:	3823540	
Registration Number:	2417157	WORLDDOC

OP \$565.00 3774427

Registration Number:	4288383	BREDDI
Serial Number:	85935174	SOCIALWELLTH
Serial Number:	85935190	SOCIAL WELLTH HEALTH, THE WEALTH THAT MA
Serial Number:	85935196	W
Serial Number:	85935205	CONNECTIONPAD
Serial Number:	85935212	MWELLTH
Serial Number:	85935214	B WELL
Serial Number:	85524378	TOTAL BALANCE

**CORRESPONDENCE DATA**

Fax Number: 4088524475  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 4088417195  
Email: dsanchezbentz@vlpawgroup.com  
Correspondent Name: Diana Sanchez Bentz, Legal Specialist  
Address Line 1: VLP Law Group LLP  
Address Line 2: 235 Victoria Drive  
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-WORLDDOC (TMS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	09/05/2013

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and WORLDDOC, INC. (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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). 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, Patents, and Mask Works (as each term is described below) 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

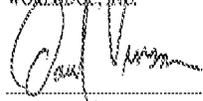
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

WORFENDOC, INC.



By: David Vinson

Title: President and CEO

BANK:

SILICON VALLEY BANK



By: Mark Peterson

Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WORLDDOC.	TX0005056273	09/20/1999

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WorldDoc	3774427	04/13/2010
WorldDoc	3859016	10/12/2010
WorldDoc	3767176	03/30/2010
WorldDoc TX	3830007	08/10/2010
WorldDoc RX	3830006	08/10/2010
WORLDDOC	3830005	08/10/2010
WORLDDOC	3823545	07/27/2010
WORLDDOC	3823544	07/27/2010



3823543 07/27/2010



3823542 07/27/2010



3823541 07/27/2010



3836505 08/24/2010



3823540 07/27/2010



2417157 01/02/2001



4288383 02/13/2013



85935174 05/17/2013



85935190 05/17/2013



85935196 05/17/2013

ConnectionPAD

85935205 05/17/2013

mWellth

85935212 05/17/2013

*bWell*

85935214 05/17/2013

TOTAL BALANCE

85524378 01/24/2012

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE