

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEALTHMINE, INC.	FORMERLY SEECHANGE HEALTH LLC	02/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIGHTHOUSE CAPITAL PARTNERS VI, L.P.		
<b>Street Address:</b>	3555 Alameda de las Pulgas, Ste 200		
<b>Internal Address:</b>	Attn: Contracts Administration		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86496750	AUTOMATIC HEALTH	
<b>Serial Number:</b>	86502675	THE WORD "HEALTHMINE"	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502330114		
<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>			
<b>Phone:</b>	650-233-1003		
<b>Email:</b>	grace@lcpartners.com		
<b>Correspondent Name:</b>	Grace Gillen		
<b>Address Line 1:</b>	3555 Alameda de las Pulgas, Suite 200		
<b>Address Line 2:</b>	Lighthouse Capital Partners VI, L.P.		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	HEALTHMINE (TM)		
<b>NAME OF SUBMITTER:</b>	Grace Gillen		
<b>SIGNATURE:</b>	/GraceGillen/		
<b>DATE SIGNED:</b>	02/17/2015		
<b>Total Attachments: 5</b>			
source=IP Security Agreement Amend #1 - 2.9.15 - HealthMine (Parent)#page1.tif			

OP \$65.00 86496750

source=IP Security Agreement Amend #1 - 2.9.15 - HealthMine (Parent)#page2.tif

source=IP Security Agreement Amend #1 - 2.9.15 - HealthMine (Parent)#page3.tif

source=IP Security Agreement Amend #1 - 2.9.15 - HealthMine (Parent)#page4.tif

source=IP Security Agreement Amend #1 - 2.9.15 - HealthMine (Parent)#page5.tif

**TRADEMARK**

**REEL: 005461 FRAME: 0404**

**AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT**

Dated February 9, 2015

This Amendment No. 1 to Collateral Assignment, Patent Mortgage and Property Security Agreement is made by and between **LIGHTHOUSE CAPITAL PARTNERS VI, L.P.** ("*Lender*") and **HEALTHMINE, INC.**, a Delaware corporation (successor to SeeChange Health LLC) ("*Debtor*").

**RECITALS**

WHEREAS, Debtor (formerly SeeChange Health LLC) and Lender have previously entered into the Collateral Assignment, Patent Mortgage and Security Agreement dated June 18, 2013 (the "*IP Security Agreement*");

WHEREAS, among other things, the IP Security Agreement secures the payment of performance of the Guaranty and Security Agreement entered into on June 18, 2013 by Debtor in favor of Lender (the "*Guaranty Agreement*");

WHEREAS, pursuant to the IP Security Agreement, Debtor granted a security interest and collateral assignment in favor of Lender in all of the Collateral (as defined in the IP Security Agreement);

WHEREAS, in connection with the Reorganization, Debtor is converting from SeeChange Health LLC, a Delaware limited liability company to "HealthMine, Inc.", a Delaware corporation;

WHEREAS, Borrower has subsequently filed certain applications to register certain Trademarks with the U.S. Patent & Trademark Office (collectively, the "*New IP*");

WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it at the U.S. Patent & Trademark Office, subject to all of the terms and conditions hereof and of the Agreement; and

WHEREAS, it is a condition to Lender and Borrower entering into that certain Amendment No. 02 to Loan Agreement dated of even date herewith that Debtor enter into this Amendment No. 1 to IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and without limiting or amending any other provisions of the IP Security Agreement, Debtor and Lender hereby agree as follows:

All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement.

1. All references to the "Debtor" shall mean HealthMine, Inc., a Delaware corporation.
2. "Exhibit C" attached to this IP Security Agreement Amendment 1 identifies Trademarks as Collateral granted to Lender under the Agreement, as well as the Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States pursuant to Section 6(b) of the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Debtor hereby affirms the representations and covenants made to Lender under Section 3 of the IP Security Agreement are in full force and effect.

**TRADEMARK**

**REEL: 005461 FRAME: 0405**

5. Debtor hereby affirms that it has complied, in all material respects, with the terms of the IP Security Agreement and that no Event of Default exists under Section 7(b) of the IP Security Agreement.
6. Lender hereby consents to the assumption of the IP Security Agreement by HealthMine, Inc. as successor to SeeChange Health LLC.
7. This Amendment No. 1 to IP Security Agreement may be executed in counterparts each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.
8. Except as set forth herein, the IP Security Agreement remains in full force and effect without modification or amendment.

**[SIGNATURE PAGE TO FOLLOW]**

**TRADEMARK**

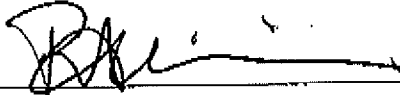
**REEL: 005461 FRAME: 0406**

**DEBTOR:**

**LENDER:**

**HEALTHMINE, INC.**

**LIGHTHOUSE CAPITAL PARTNERS VI, L.P.**  
By: **LIGHTHOUSE MANAGEMENT PARTNERS VI,**  
**L.L.C., its general partner**

By: 

By: \_\_\_\_\_

Name: Bryce Williams

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Attachment  
Exhibit C

U.S. Trademarks and Trademark Applications

SIGNATURE PAGE TO AMENDMENT 1 TO PARENT IP SECURITY AGREEMENT

**DEBTOR:**

HEALTHMINE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI,  
L.L.C., its general partner

By: \_\_\_\_\_

Name: Ryan Turner


Title: Managing Director

**Exhibit C**

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

(List marks below or indicate "None")

Registrations/Applications in the name of Triveris L.L.C.

TRADEMARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	STATUS
SEECHANGE	77648627	01/13/2009	3842381	08/31/2010	Issued Dec of Use Due: 08/31/2016 Renewal Due: 08/31/2020
SEECHANGE	85/302608	04/22/2011	4444209	12/03/2013	Registered
	77648644	01/13/2009	3842382	08/31/2010	Issued Dec of Use Due: 08/31/2016 Renewal Due: 08/31/2020
SEECHANGE HEALTH SOLUTIONS	85/302603	04/22/2011	4448159	12/10/2013	Registered
<b>Additional New Filings</b>					
AUTOMATIC HEALTH	86496750	01/06/2015			Pending
<b>healthmine</b>	86502675	01/13/2015			Pending

**UNREGISTERED TRADEMARKS:** List marks below or indicate "None."