

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332407

<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 SERVICES, INC.	FORMERLY HEALTH NETWORK AMERICA, INC.	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>	86453310	HEALTHMINE	
<b>Serial Number:</b>	86486170	MINE YOUR HEALTH	
<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 SERV (TM)		
<b>NAME OF SUBMITTER:</b>	Grace Gillen		
<b>SIGNATURE:</b>	/GraceGillen/		
<b>DATE SIGNED:</b>	02/17/2015		
<b>Total Attachments: 4</b>			

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**AMENDMENT NO. 2 TO COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT**

Dated February 9, 2015

This Amendment No. 2 to Collateral Assignment, Patent Mortgage and Property Security Agreement is made by and between **LIGHTHOUSE CAPITAL PARTNERS VI, L.P.** (“*Lender*”), **HEALTHMINE SERVICES, INC.**, a Delaware corporation (formerly known as Health Network America, Inc.) (“*Debtor*”).

**RECITALS**

WHEREAS, Debtor (formerly known as Health Network America, Inc.) and Lender have previously entered into the Collateral Assignment, Patent Mortgage and Security Agreement dated June 18, 2013 as amended (the “*IP Security Agreement*”);

WHEREAS, among other things, the IP Security Agreement secures the payment of performance of the Loan and Security Agreement No 2321 dated June 18, 2013 by and among Lender and the Borrower parties thereto;

WHEREAS, in connection with the Reorganization, Debtor is changing its name to HealthMine Services, Inc;  
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. 2 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 Services, Inc., a Delaware corporation.
2. “Exhibit C” attached to this IP Security Agreement Amendment 2 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 that the representations and covenants made to Lender under Section 3 of the IP Security Agreement are in full force and effect.
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. 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.
7. Except as set forth herein, the IP Security Agreement remains in full force and effect without modification or amendment.

**TRADEMARK**

**REEL: 005461 FRAME: 0412**

**DEBTOR:**

**HEALTHMINE SERVICES, INC.**

By: 

Name: Bryce Williams

Title: President and CEO

**LENDER:**

**LIGHTHOUSE CAPITAL PARTNERS VI, L.P.**

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

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

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

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

Attachment  
Exhibit C

U.S. Trademarks and Trademark Applications

SIGNATURE PAGE TO AMENDMENT 2 TO NETWORK IP SECURITY AGREEMENT

DEBTOR:

HEALTHMINE SERVICES, 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

Attachment  
Exhibit C

U.S. Trademarks and Trademark Applications


SIGNATURE PAGE TO AMENDMENT 2 TO NETWORK IP SECURITY AGREEMENT

TRADEMARK  
REEL: 005461 FRAME: 0414

**EXHIBIT C**

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

(List marks below or indicate "None")

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REG. NO</b>	<b>REG. DATE</b>	<b>STATUS</b>
HEALTH NETWORK AMERICA	74/513889	04/18/1994	1923132 (Supplemental Register)	09/26/1995	Issued Next Renewal Due: 09/26/2015
 TRIVERIS <i>Benefit from the difference</i>	76/356726	01/10/20202	3095958	05/23/2006	Issued Dec of Use Due: 05/26/2012 Renewal Due: 05/26/2016
HEALTH INSIGHT NOW	77/330567	11/15/2007	3589819	03/17/2009	Issued Dec of Use Due: 03/17/2015 Renewal Due: 03/17/2019
FLYWHEEL	86/166504	01/15/2014			Pending
<b>Additional New Filings</b>					
HEALTHMINE	86453310	11/13/2014			Pending
MINE YOUR HEALTH	86486170	12/19/2014			Pending

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

NONE