

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Equicare Health Inc.		06/18/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	Suite 2210, 200 Bay Street		
Internal Address:	South Tower, Royal Bank Plaza		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3633708	EQUICARE CS	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	Fibbe Lightner LLP		
Address Line 1:	3733-1 Westheimer, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	A. Reagan Fibbe		
SIGNATURE:	/A Reagan Fibbe/		
DATE SIGNED:	06/22/2015		
Total Attachments: 6			
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OP \$40.00 3633708

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 18, 2015, between EQUICARE HEALTH INC., a corporation incorporated under the laws of the Province of British Columbia ("**Grantor**"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("**Secured Party**").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations (the "**Financial Accommodations**") to Grantor in the amounts and manner as set forth in that certain Loan Agreement dated as of the date hereof by and among Grantor and Secured Party (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Pursuant to the Loan Agreement Secured Party is willing to make the Financial Accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Intellectual Property, as defined in that certain General Security Agreement granted by Grantor in favour of Secured Party dated as of the date hereof (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Security Agreement**") to secure the Obligations.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure the Obligations, Grantor grants and pledges to Secured Party 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.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one

or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Secured Party, 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 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, or the Canadian Intellectual Property Office, as applicable.

Grantor hereby irrevocably appoints Secured Party (and any of Secured Party's designated officers, or employees) as Grantor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest. The appointment of Secured Party as Grantor's attorney in fact, and each and every one of Secured Party's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Secured Party's obligation to provide advances is terminated.

Until the occurrence and continuation of a default pursuant to Section 11 of the Security Agreement, the grant of the security interest in the Intellectual Property shall not affect in any way the Grantor's rights to commercially exploit its Intellectual Property, to defend its Intellectual Property, to enforce the Grantor's rights therein or with respect thereto against third parties in any court or to claim and be entitled to receive any damages with respect to any infringement thereof.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of Grantor and Secured Party hereby submits to the non-exclusive jurisdiction of the courts of British Columbia.

[Signatures on following page]


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.

Address of Grantor:

Suite 201, 2020 Yukon Street
Vancouver, BC, V5Y 3N8

GRANTOR:

EQUICARE HEALTH INC.

By: 

Name: L. Grenier

Title: President & CEO

Address of Secured Party:

Comerica Bank
Suite 2210, 200 Bay Street
South Tower, Royal Bank Plaza
Toronto, Ontario, M5J 2J2

SECURED PARTY:

COMERICA BANK

By: 

Name: OMER AHMED

Title: VICE PRESIDENT

EXHIBIT A

Canadian and United States Copyrights

Canadian Copyrights:

- All works comprising the Grantor's computer software application currently marketed and in use under the name Equicare CS (the "Program").
- All works comprising the Grantor's computer software application currently marketed and in use under the name Active Patent Portal, (collectively, the "Programs").

US Copyrights:

- All works comprising the Programs.

The Grantor has no registered copyrights in any jurisdiction.

EXHIBIT B

Canadian and United States Patents

None.

EXHIBIT C

Canadian and United States Trademarks

No.	Trademark	Status/App, Reg. Date & No.	Goods and Services
1	EQUICARE CS (Canada)	Registered Renewal due 2024-JAN-20 Reg. No. TMA732,786	GOODS: (1) Computer software used in the database management of cancer patient care. SERVICES: (1) Application service provider services, namely, providing on-line access to software used in the database management of cancer patient care.
2	EQUICARE CS (USA)	Registered Section 8/15 Declaration due by June 9, 2015 Reg. No. 3633708	IC 009. US 021 023 026 036 038. G & S: Computer software for use in connection with cancer patient care, namely, software for monitoring the treatment, post treatment and condition of cancer patients IC 042. US 100 101. G & S: Application service provider services featuring computer software for use in connection with cancer patient care, namely, software for monitoring the treatment, post treatment and condition of cancer patients