

FORM PTO-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: CA
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: **Lifescrpt, Inc. fka iLinkMD Corporation**
Internal Address:
Street Address: **26001 Pala**
City: **Mission Viejo**
State: **CA**
Country: **USA**
Zip: **92691**

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): **9-16-15**
 Assignment Merger
 Security Agreement Change of Name
 Other : **Release**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **United States, WA**
 Other Citizenship
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	3508133, 3508134, 3286843, 3036661, 4265156, 4276396
	2810923,

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

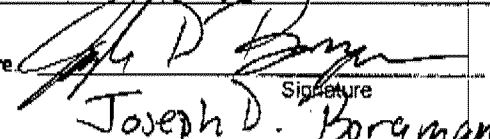
Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **UCC Direct Services**
Internal Address: **Attn: 14080632**
Street Address: **187 Wolf Road, Suite 101**
City: **Albany** State: **NY** ZIP: **12205**
Phone Number: **1-800-342-3676 X 4065**
Fax Number: **1-800-962-7049**
Email Address: **cls-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$190.00**
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers **0974**
Expiration Date **6/17**
b. Deposit Account Number
Authorized User Name

9. Signature 
Signature
Joseph D. Borgman
Name of Person Signing

Date **9/18/15**
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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U.S. DEPARTMENT OF

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2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: Lifescript, Inc. fka iLinkMD Corporation
 Internal Address:
 Street Address: 26001 Pala
 City: Mission Viejo
 State: CA
 Country: USA
 Zip: 92691

3. Nature of conveyance/ Execution Date(s):
 Execution Date(s):

Assignment Merger
 Security Agreement Change of Name
 Other : Release

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, WA
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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 Internal Address: Attn: 14080632
 Street Address: 187 Wolf Road, Suite 101
 City: Albany State: NY ZIP: 12205
 Phone Number: 1-800-342-3676 X 4065
 Fax Number: 1-800-962-7049
 Email Address: cjs-uds@albany@wvaterskuwer.com


6. Total number of applications and registrations involved: 7

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 Signature _____
 Joseph D. Borgman
 Name of Person Signing

Date 9/18/15

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OP \$190.00 3508133

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Lifescript, Inc. ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 03/28/2011 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 03/30/2011 Reel 4511 Frame 0566, and on 08/16/2012 Reel 4844 Frame 0502.

Dated: 09/16/2015

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Sr. Ops Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March ~~26~~ 2011 by and between SILICON VALLEY BANK ("Bank") and LIFESCRIPT, 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

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.

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 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.

[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.


Address of Grantor:

26001 Pala
Mission Viejo, California 92691

Attn: _____

GRANTOR:

LIFESCRIPT, INC.

By: 
Name: Raimo Caporale
Title: CEO

Address of Bank:

38 Technology Drive, Suite 150
Irvine, California 92618

Attn: Victor Le

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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:

26001 Pala
Mission Viejo, California 92691

Attn: _____

GRANTOR:

LIFESCRIPT, INC.

By: _____

Name:

Title:

Address of Bank:

38 Technology Drive, Suite 150
Irvine, California 92618

Attn: Victor Le

BANK:

SILICON VALLEY BANK

By:  _____

Name: Victor Le

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
DERMASTEP (Registered)	3,286,843	8/28/2007	N/A
YOUR PRESCRIPTION FOR LIFE (Registered)	3,036,661	12/27/2005	N/A
PERSONALIZED PRODUCTS FOR LIFE (Abandoned)	78/356,890	1/23/2004	not covered N/A
SLIM SCRIPT (Registered)	3,508,134	9/30/2008	N/A
.4511 6564 SLIMSCRIPT (Registered) <i>ILINKING</i>	3,508,133	9/30/2008	N/A
LIFESCRIPT (Registered)	2,810,923	2/3/2004	N/A

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE	N/A	N/A

ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated March 28, 2011, by and between LIFESCRIPT, INC., a Delaware corporation ("Assignor") and SILICON VALLEY BANK ("Assignee"). This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that Assignor, with its principal office at 26001 Pala, Mission Viejo, California 92691, the owner of the intellectual property identified in the exhibits attached hereto, has granted to Assignee, with its principal office at 3003 Tasman Drive, Santa Clara, California 95054, a security interest in the intellectual property to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of August 14, 2012.

LIFESCRIPT, INC.

By: 

Name: James L. Smith

Title: CEO

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
None			



SCHEDULE B

Patents

Description

Patent/Patent
Application Number
(Publication Number)

Issue/Filing
Date

None

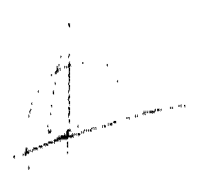
20072156v2 220769.001220

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LIFESCRIPT	85/287,982	04/06/11
LIFESCRIPT	85/287,972	04/06/11

20072156v2 220763 001220



SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registrati on/ Applicatio n Date</u>	<u>Security Interest/ Ownership Issues</u>
None			

20072156v2 220759 001220



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 23, 2015

PTAS

UCC DIRECT SERVICES
ATTN: 14080632
187 WOLF ROAD, SUITE 101
ALBANY, NY 12205



700518027

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The cover sheet submitted for recording is not acceptable. An execution date must be indicated for each conveying party.
(MM/DD/YYYY)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, October 23, 2015**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Assignments originally filed by paper and facsimile

You can use the electronic Resubmission form even if you originally submitted your assignment paperwork to the Assignment Recordation Branch by paper or facsimile. Once you enter your Document ID and Access Code as shown on the Notice of Non-Recordation, the Resubmission form will prepopulate with most information from the cover sheet you originally submitted. However, it will not prepopulate with the Conveying party and Receiving party information. You will have to reenter this information.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 700518027
Access Code: V47WEXURKICZ7TX

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MICHELE CARTER
ASSIGNMENT RECORDATION BRANCH

PUBLIC RECORDS DIVISION