

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WellDyne, Inc.		12/30/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	MICG IP, LLC		
Street Address:	4949 NORTH WESTERN AVENUE		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60625		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85894437	DYNAMIC COPAY	
Registration Number:	4565221	DYNAMIC COPAY	
CORRESPONDENCE DATA			
Fax Number:	2026823580		
<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:	2026823671		
Email:	john.rynkiewicz@kayescholer.com		
Correspondent Name:	John P. Rynkiewicz		
Address Line 1:	901 Fifteenth Street, N.W.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	John P. Rynkiewicz		
SIGNATURE:	/john p rynkiewicz/		
DATE SIGNED:	12/31/2015		
Total Attachments: 4			
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Patent and Trademark Security Agreement

This Patent and Trademark Security Agreement (this "Agreement"), is made as of December 30, 2015, by WellDyne, Inc., a Florida corporation (the "Grantor"), in favor of MICG IP, LLC, an Illinois limited liability company (the "Lender").

WITNESSETH:

WHEREAS, the Grantor has issued to the Lender a Resolution and IP Purchase Agreement, of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Resolution Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Resolution Agreement, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Resolution Agreement and used herein have the meaning given to them in the Resolution Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Grantor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (d) Patents and Trademarks of the Grantor listed on Schedule I attached hereto (the "IP");
- (e) All goodwill of the business connected with the use of, and symbolized by, each item of the Trademarks; and
- (f) Any and all claims for damages for past, present and future infringement of any item of the IP, including, without limitation, the right but not the obligation to sue for and collect such damages.

SECTION 3. The Resolution Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Resolution Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the IP made and granted hereby are more fully set forth in the Resolution Agreement. In the event that any provision of this Agreement is deemed to conflict with the Resolution Agreement, the provisions of the Resolution Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Resolution Agreement in accordance with its terms, the Lender shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the IP under this Agreement and any other documents required to evidence the termination of the Lender's interest in the IP.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

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WellDyne, Inc.

Signature: _____

Print Name: _____

Title: _____

MICG IP, LLC:

Signature: _____

Print Name: _____

Title: _____

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

WellDync, Inc.

Signature: _____

Print Name: _____

Title: _____

MICG IP, LLC:

Signature: David J. Wiese

Print Name: DAVID J. WIESE

Title: MANAGER

SCHEDULE 1

To Patent and Trademark Security Agreement

Patents

Unites States Patent Serial No. 8,670,996, titled "Health Care Incentive Apparatus And Method."
Issued March 11, 2014.

Trademarks

DYNAMIC COPAY

Registration number: 4565221, issued July 8th, 2014. Class 36.

DYNAMIC COPAY

Application serial number: 85894437, filed April, 3rd, 2013. Class 9.