

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABILTO, INC.		06/24/2016	Corporation: DELAWARE
ABILTO BEHAVIORAL HEALTH SERVICES, P.C.		06/24/2016	Professional Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	50 West San Fernando Street, Suite 850		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4699726	HEALTHY CHANGES. EXTRAORDINARY RESULTS.	
Registration Number:	4596849	ABIL TO	
Registration Number:	3907194	ABILTO	
Registration Number:	3897181	THERAPY REINVENTED	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/27/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 24, 2016 by and among ABILTO, INC., a Delaware corporation ("AbiTo"), ABILTO BEHAVIORAL HEALTH SERVICES, P.C. ("AbiTo Behavioral"), a Connecticut professional corporation, and AVIDBANK, a California corporation ("Bank"). AbiTo and AbiTo Behavioral are each referred to herein as a "Grantor" and collectively, as the "Grantors".

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS.]

TRADEMARK

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o AbilTo, Inc.
320 W. 37th Street, 7th Floor
New York, NY 10008
Attn: Renee Barnett
FAX: () _____

ABILTO, INC.

By: [Signature]
Name: Bob Rehak
Title: CEO

ABILTO BEHAVIORAL HEALTH
SERVICES, P.C.

By: [Signature]
Name: Aimee Peters
Title: Chief Clinical Officer / PC President

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
Attn: Stephen Chen
FAX: (855) 208-1157

AVIDBANK

By: [Signature]
Name: Larry LaCroix
Title: EVP

TRADEMARK

REEL: 005822 FRAME: 0441

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
AbilTo, Inc.	AbilTo ADHD at Home/Work Program Manual.	TXu001716888	2010-08-30
AbilTo, Inc.	AbilTo Cardiac Health Forum Program Manual.	TX0007433128	2011-08-11
AbilTo, Inc.	AbilTo Momentum at Home Program Manual.	TXu001716838	2010-08-30
AbilTo, Inc.	AbilTo Momentum at Work Program Manual.	TXu001716844	2010-08-30
AbilTo, Inc.	AbilTo Momentum One Program Manual.	TX0007433129	2011-08-11
AbilTo, Inc.	AbilTo Panic Disorder Program Manual.	TXu001716845	2010-08-30

EXHIBIT B

Patents

Please Check Box if No Patents Exist

Name of Owner	Title	Application / Patent Number	Application/ Issue Date
AbiTo, Inc.	APPARATUS AND METHOD FOR DELIVERING EMPIRICALLY- SUPPORTED TALK THERAPY	12/696564	January 29, 2010

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AbilTo, Inc.	HEALTHY CHANGES. EXTRAORDINARY RESULTS.	4699726	March 10, 2015
AbilTo, Inc.	ABIL TO	4596849	September 2, 2014
AbilTo, Inc.	ABILTO	3907194	January 18, 2011
AbilTo, Inc.	THERAPY REINVENTED	3897181	December 28, 2010