

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthprize Technologies, Inc.		11/28/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Venture Lending & Leasing VII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
Name:	Venture Lending & Leasing VIII, Inc.		
Street Address:	104 La Mesa Drive, Suite 102		
City:	Portola Valley		
State/Country:	CALIFORNIA		
Postal Code:	94028		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87169811	HEALTHPRIZE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	4157774961		
<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:	415 981 1400		
Email:	nsust@greeneradovsky.com		
Correspondent Name:	JEFFREY T. KLUGMAN		
Address Line 1:	FOUR EMBARCADERO CENTER, SUITE 4000		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN		
SIGNATURE:	/JEFFREY T. KLUGMAN/		
DATE SIGNED:	12/14/2016		

OP \$40.00 87169811

Total Attachments: 3

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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of NOVEMBER 28, 2016, by and between HEALTHPRIZE TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor"), VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

WHEREAS, Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of September 29, 2016 (the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property;

WHEREAS, Grantor and Secured Party wish to amend the Intellectual Property Security Agreement to include reference to certain Trademarks acquired by Grantor after the execution thereof; and

WHEREAS, each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Exhibit "C" to the Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

2. This Supplement shall be deemed to be an amendment to the Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

[Signature page follows]

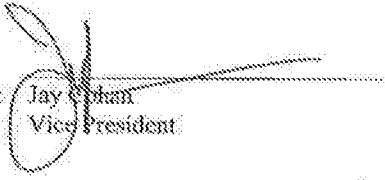
[Signature page to Supplement No. 1 to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

HEALTHPRIZE TECHNOLOGIES, LLC

By: VENTURE LENDING & LEASING VII, INC.
and VENTURE LENDING & LEASING VIII, INC.,
as attorneys-in-fact pursuant to Section 3(b)(i) of
the Intellectual Property Security Agreement

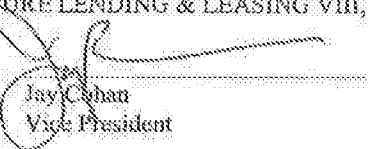
By: 
Name: Jay Oshian
Title: Vice President

SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By: 
Name: Jay Oshian
Title: Vice President

VENTURE LENDING & LEASING VIII, INC.

By: 
Name: Jay Oshian
Title: Vice President

SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "C"

Title	Application Number
HealthPrize Technologies, LLC Corporate Logo	87169811