

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408887

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTH INTEGRATED, INC.		11/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	12011 SUNSET HILLS ROAD		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: VIRGINIA ARIZONA DC V/S/2017		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4511876	CHANGING BEHAVIOR IN HEALTH CARE	
Registration Number:	4510006		
Registration Number:	4894560	DYNAMIC SOMATO-SOCIAL THEORY	
Registration Number:	3048484	HEALTH INTEGRATED	
Registration Number:	4316287	HEALTHY PATRIOTS	
Serial Number:	86798883	HELIX INTERVENTION PLATFORM	
Serial Number:	86656253	PRECISION EMPOWERED CARE MANAGEMENT	
Registration Number:	3216543	SYNERGY PERSONAL HEALTH MANAGEMENT	
Registration Number:	3586809	SYNERGY TARGETED POPULATION MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Christopher Close		

CH \$240.00 4511876

SIGNATURE:	/Christopher Close/
DATE SIGNED:	12/14/2016
Total Attachments: 6 source=WAB - Health Integrated - IP Security Agreement (executed)#page1.tif source=WAB - Health Integrated - IP Security Agreement (executed)#page2.tif source=WAB - Health Integrated - IP Security Agreement (executed)#page3.tif source=WAB - Health Integrated - IP Security Agreement (executed)#page4.tif source=WAB - Health Integrated - IP Security Agreement (executed)#page5.tif source=WAB - Health Integrated - IP Security Agreement (executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 29, 2016, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and Health Integrated, Inc., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 29, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

HEALTH INTEGRATED, INC.

By

Name: Zachary Fritz

Title: Chief Executive Officer

Address for Notices:

Attn: Zac Fritz
10008 N. Dale Mabry Hwy
Tampa, FL 33618
Fax: 813.388.4001

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By

Name:

Title:

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

HEALTH INTEGRATED, INC.

By _____

Name: _____

Title: _____

Address for Notices:

Attn:

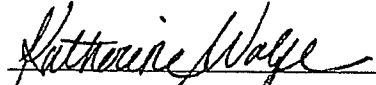
10008 N. Dale Mabry Hwy

Tampa, FL 33618

Fax: ~~(Fax)~~

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By 

Name: Katie Wolfe

Title: Assistant Vice President

Address for Notices:

Attn:

12011 Sunset Hills Road, Suite 425

Reston, Virginia 20190

Tel: (571) 266-3107

Fax: (703) 964-1620

And

55 Almaden Blvd.

San Jose, CA 95113

Attn: Note Department

FAX: (408) 282-1681

EMAIL: notedepartment@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist (none)

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>
<u>Text</u>	<u>2003 psychotropic clinical criteria; antidepressants</u>		<u>TXu001100990</u>	<u>04/17/2003</u>	
<u>Text</u>	<u>2004 clinical pharmacology criteria</u>		<u>TXU1211500</u>	<u>11/22/2004</u>	
<u>Text</u>	<u>Health Integrated, 2003 behavioral clinical criteria sets</u>		<u>TXU1099064</u>	<u>04/11/2003</u>	
<u>Text</u>	<u>2003 psychotropic clinical criteria; antidepressants</u>		<u>TXU1100990</u>	<u>04/17/2003</u>	
<u>Text</u>	<u>Health Integrated Elderspan Program</u>		<u>TXU1119968</u>	<u>07/01/2003</u>	
<u>Text</u>	<u>Health Integrated depression disease management program tools</u>		<u>TXU1200462</u>	<u>11/17/2004</u>	
<u>Text</u>	<u>Health Integrated 2004 behavioral clinical criteria sets</u>		<u>TXU1210512</u>	<u>11/22/2004</u>	
<u>Text</u>	<u>Health Integrated INTAP program tools/ written guidelines, assessments and educational tools to treat disabled workers</u>		<u>TXU1211501</u>	<u>11/22/2004</u>	
<u>Text</u>	<u>Health Integrated HITAP program tools/ written guidelines, assessments and educational tools to treat severe depression</u>		<u>TXU1211502</u>	<u>11/22/2004</u>	

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Class(e)s</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
<u>CHANGING BEHAVIOR IN HEALTHCARE</u> (service mark)	<u>35 Int., 44 Int.</u>	<u>85/797167</u>	<u>4,511,876</u>	<u>091073.3</u>	<u>07-Dec-2012</u>
<u>DESIGN</u> (service mark)	<u>35 Int., 44 Int.</u>	<u>86/025188</u>	<u>4510006</u>	<u>091073.2</u>	<u>31-Jul-2013</u>
<u>DYNAMIC SOMATO-SOCIAL THEORY</u> (service mark)	<u>36 Int.</u>	<u>86/585571</u>	<u>4,894,560</u>	<u>091073.00004</u>	<u>02-Apr-2015</u>
<u>HEALTH INTEGRATED</u> (service mark)	<u>44 Int.</u>	<u>78/211289</u>	<u>3,048,484</u>	<u>091073.00007</u>	<u>05-Feb-2003</u>
<u>HEALTHY PATRIOTS</u> (service mark)	<u>42 Int.</u>	<u>85/682764</u>	<u>4,316,287</u>	<u>091073.4</u>	<u>20-Jul-2012</u>
<u>HELIX INTERVENTION PLATFORM</u> (service mark)	<u>42 Int.</u>	<u>86/798883</u>	(pending)	<u>091073.00009</u>	<u>26-Oct-2015</u>
<u>PRECISION EMPOWERED CARE MANAGEMENT</u> (service mark)	<u>35 Int.</u>	<u>86/656253</u>	(pending)	<u>091073.00006</u>	<u>09-Jun-2015</u>
<u>SYNERGY PERSONAL HEALTH MANAGEMENT</u> (service mark)	<u>35 Int., 44 Int.</u>	<u>78/714521</u>	<u>3,216,543</u>	<u>091073.5</u>	<u>16-Sep-2005</u>
<u>SYNERGY TARGETED POPULATION MANAGEMENT</u> (service mark)	<u>35 Int., 44 Int.</u>	<u>77/538275</u>	<u>3,586,809</u>	<u>091073.00005</u>	<u>04-Aug-2008</u>

EXHIBIT C

PATENTS

Please Check if No Patents Exist (none)

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>