| FORM PTO-1594 | U.S. DEPARTMENT OF |
|--|--|
| COMMERCE (Rev. 07/05) RECORDATION FO | PRM COVER SHEET United States Patent and Trademark Office |
| OMB No. 0651-0027 (exp. 06/30/2008) | RKS ONLY |
| | Please record the attached documents or the new address(es) below. |
| Name of conveying party(ies): | 2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? ☐ Yes ☒ No |
| Talix, Inc. 660 third Street 2 nd Floor San Francisco, CA 94107 | Name: Silicon Valley Bank |
| | internal Address: HF 150 |
| ☐ Individuat(s) ☐ Association ☐ General Partnership ☐ Limited Partnership | Street Address: 3003 Tasman Drive |
| ☑ Corporation-State: DÉ | |
| ☐ Other | City: Santa Clara |
| Additional name(s) of conveying parties attached? ☐Yes ☒ No 3. Nature of conveyance/ Execution Date(s): | State: CA Country: USA Zip: 95054 |
| Execution Date(s): 12/27/2016 | Association Citizenship |
| ☐ Assignment ☐ Merger | General Partnership Citizenship Limited Partnership Citizenship |
| | ☑ Corporation Citizenship : United States, CA |
| ⊠Security Agreement ☐ Change of Name | ☐ Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No |
| Other: Release | (Designations must be a separate document from assignment) |
| 4. Application number(s) or registration number(s) and identif | ication or description of the Trademark: |
| A. Trademark Application No.(s) | B. Trademark Registration No.(s) |
| 17000 | 3420196 , 3496064, 5026188, 2606364 |
| The second secon | |
| Identification or Description of Trademark(s) (and Filing Da Registration Number is unknown): | te if Application or Additional sheets attached? Yes No |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved: 4 |
| Name: UCC Direct Services | THE PARTY OF THE P |
| Internal Address: Attn: 14080632 Street Address: 187 Wolf Road, Suite 101 | 7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$115.00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed |
| City: Albany State: NY ZIP: 12205 | 8. Payment Information: |
| Phone Number: 1-800-342-3676 X 4065 | a. Credit Card Last 4 Numbers 0974 |
| Fax Number: 1-800-962-7049 | Expiration Date 6/17 |
| Email Address: cls-udsalbany@wotterskluwer.com | b. Deposit Account Number |
| 175 | Authorized User Name |
| 9. Signature Signature | J-7-/ |
| Joseph D. Borgn | Date Total queribus of pages instruction according |
| Name of Person Signing | sheet, attach RADEWARK |
| 700519837 | REEL: 005958 FRAME: 0228 |

EXHIBIT C

Trademarks

| Description | Registration/ Application Number | Registration/ Application <u>Date</u> |
|--|--|---|
| CONNECT TO BETTER HEALTH | 3420196 | April 29,2008 |
| MEDICINALLY GUIDED SEARCH | 3496064 | September 2, 2008 |
| TALIX | 5026188 | August 23, 2016 |
| TALIX (stylized) | 5026188 | August 23, 2016 |
| THE INTERNET SITE DOCTORS PRESCRIBE MOST | 2606364 | August 13, 2002 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and TALIX, INC., a Delaware corporation ("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

- 1. Grant of Security Interest. 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 <u>Exhibit C</u> 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.

Notwithstanding the foregoing, the following are excluded from Intellectual Property Collateral: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; and (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.
- 3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[signatures on next page]

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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.

GRANTOR:

TALIX, DING good by:

By: Tille: Chief Executive Officer

BANK:

SILICON WALLEY BANK

TENTITE Zamudio

Title: Vice President II

Jennifer Zamudio

EXHIBIT B

Patents

Description

Registration/ Application Number

Registration/ Application Date

HEALTH INFORMATION SYSTEM FOR ANNOTATING AND SEARCHING PATIENT DOCUMENTS

62/372,946

08/10/2016

| Title, as filed | lssue Date | Application Numbers | Full Description |
|--|---------------|------------------------|---|
| Method and apparatus for directing internet users to health care information such as names of health care providers. | 2-Dec-03 | US Patent 6,658,431 | This patent covers an improved method for providing specific and relevant health care information to internet users. In particular, this invention allows for an internet user to use medical codes (e.g., ICD and CPT codes) to retrieve related content on allments, treatments of such eilments or conditions, and complications associated with such allments. Another aspect of the invention is to direct internet users to names of specialists who treat such ailments or conditions. A further aspect of this invention is an internet navigation system comprising a computer database and retrieval system whereby content components (ailments, treatments, complications, specialties, etc.) are associated with relevant medical codes. |
| Apparetus and method for directing internet users to health care information. | 18-May- 04 | US Patent 6,738,754 | This patent covers a method for directing a patient to e source of health information over the Internet. The method comprises placing on a prescription sheet a keyword or an ICD or CPT associated with the aliment. The patient is instructed to input the keyword or code into the internet web site to obtain relevant information about the aliment. The internet web site retrieves information based on a hierarchical system whereby the user can navigate to relevant components of a particular aliment |
| Method and system for establishing document relevance, | 30•Nav- 10 | US Patent 7,844,502 | This patent covers a method for order ranking search results based on an automated analysis of the organizational structure of a group of documents. For example, a search bot crawls various websites analyzing documents, and their organizational structure, in an effort to identify documents that have an implicit high quality based on their inclusion in an index. Accordingly, the search engine provides a greater weight in ranking document relevance to those documents that have been included in certain indexes, such as top ten lists, and A-Z lists |

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

NONE

EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application Date

NONE

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

TRADEMARK REEL: 005958 FRAME: 0237

RECORDED: 01/04/2017