

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zillion Group, Inc.		03/22/2017	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:	86543252	ZILLION	
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:	04/03/2017		

OP \$40.00 86543252

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, modified or otherwise supplemented from time to time, this "*IP Security Agreement*") is dated as of March 22, 2017, among Zillion Group, Inc., a Delaware corporation ("*Grantor*"), and Venture Lending & Leasing VII, Inc., a Maryland corporation ("*VLL7*"), and Venture Lending & Leasing VIII, Inc., a Maryland corporation ("*VLL8*"). VLL7 and VLL8 each are sometimes referred to herein individually, as a "*Lender*" and collectively, as "*Lenders*" and each reference in this IP Security Agreement to "*Lender*" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another.

RECITALS

A. Pursuant to a Security Agreement of even date herewith (as the same may be amended, restated, supplemented and modified from time to time, the "*Security Agreement*"), among Grantor and Lenders, Lenders have agreed to extend certain financial accommodations to Grantor. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement.

B. Lenders are willing to extend such financial accommodations, but only upon the condition, among others, that Grantor shall grant to each Lender a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of each Lender the Security Agreement granting a security interest in all Collateral, and is executing this IP Security Agreement with respect to certain items of Intellectual Property, in particular.

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 Security Agreement and all other agreements now existing or hereafter arising among Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants to each Lender security interests in all of Grantor's right, title and interest in, to and under its 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

These security interests are granted in conjunction with the security interests granted to Lenders under the Security Agreement. The rights and remedies of Lenders with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Security Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Security Agreement or any of the other Security Documents, 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 provided for herein and the exercise by Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Security Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application (other than patent applications that have not yet reached publication stage) with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

ZILLION GROUP, INC.

By: _____
Name: _____
Title: _____

Address for notices:

Attn:
Fax #:
Phone #:

LENDER:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: Jay Cohen
Title: Vice President

Address for notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

LENDER:

VENTURE LENDING & LEASING VIII, INC.

By: _____
Name: Jay Cohen
Title: Vice President

Address for notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

Exhibit A
Copyrights

None

48535/0204
JTK/506346.1

Exhibit B
Patents

US Patent [Utility]	System for Encouraging Health Support Program Participation	Pending Filed: 9/12/2013 Serial #: 14/025,454 Pub #: US 2014- 0074498 A1 Pub Date: 3/13/2014
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US Patent [Utility]	System for Electronically Administering Health Services	Pending Filed: 1/29/2015 Serial #: 14/608,988
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US Patent [Utility]	SYSTEM FOR ONBOARDING PARTICIPANTS OF HEALTH SERVICES PROGRAMS	Pending Filed: 5/23/2016 Serial #: 15/161,470
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Exhibit C
Trademarks

US Trademark [Use]	HEALTHFLEET	Registered Filed: 8/18/2011 Serial #: 85/401,633	Registered: 8/7/2012 Reg. #: 4,185,335
US Trademark	ZILLION	Registered Filed: 2/23/2015 Serial #: 86/543,252	Registered: 6/14/2016 Reg. #: 4,979,138
US Trademark [Intent To Use]	ZIP	Pending Filed: 4/22/2016 Serial #: 87/010,921	
US Trademark [Use]	HEALTHCARE IN A BOX	Registered Filed: 5/9/2016 Serial #: 87/029,513	Registered: 1/10/2017 Reg. #: 5,118,157
US Trademark [Intent To Use]	SWITCHBOARD	Pending Filed: 5/18/2016 Serial #: 87/041,452	

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