

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINKWELL HEALTH, INC.		06/30/2017	Corporation: DELAWARE
LINKWELL FULFILLMENT, LLC		06/30/2017	Limited Liability Company: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4257560	HEALTHYOPTIONS	
Registration Number:	3595934	LINKWELL	
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 ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/03/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2017 by and between **LINKWELL HEALTH, INC.**, a Delaware corporation ("**Parent**"), **LINKWELL FULFILLMENT, LLC**, a Delaware limited liability company ("**Fulfillment**") and **AVIDBANK**, a California corporation ("**Bank**"). Parent and Fulfillment are each referred to herein as "Grantor".

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 financial accommodations to Grantors, but only upon the condition, among others, that Grantors grant to Bank a security interest in all of Grantors' 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 or in the Loan Agreement 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.

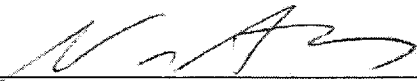
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

535 5th Avenue, 4th Floor
New York, NY, 10017
Attn: Nathan Adams, CFO
Email: nadams@linkweellhealth.com

LINKWELL HEALTH, INC.

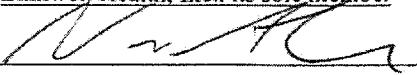
By: 

Print Name: Nathan W. Adams

Title: COO and CFO

LINKWELL FULFILLMENT, LLC

By: Linkwell Health, Inc., its sole member

By: 


Print Name: Nathan W. Adams

Title: COO and CFO

Address of Bank:

50 West San Fernando Street, Suite 850
San Jose, California 95113
Attn: Specialty Finance Division

AVIDBANK

By: 

Print Name: Reisa Baber

Title: Vice President

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Owner	Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Owner</u>	<u>Title</u>	<u>Serial/ Registration Number</u>	<u>Application/ Issue Date</u>
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EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist

<u>Owner</u>	<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
Parent	THE BETTER-FOR-YOU MARKETING COMPANY	85292922	April 12, 2011*
Parent	BETTER-FOR-YOU MARKETING	85292872	April 12, 2011*
Parent	HEALTHYOPTIONS	4257560	December 11, 2012
Parent	HEALTHYBASKET	85442936	October 9, 2011*
Parent	HEALTHYCOUPON	85442934	October 9, 2011*
Parent	HEALTHYIQ	85442933	October 9, 2011*
Parent	SENIOR-LINK	3595933	March 24, 2009*
Parent	CONDITION-LINK	3595932	March 24, 2009*
Parent	LINKWELL	3595934	March 24, 2009

*Indicates dead, abandoned or cancelled trademark