

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433795

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skynet Healthcare Technologies, Inc.		06/30/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Finch Finance, LLC		
<b>Street Address:</b>	1201 N. Orange Street, Suite 715		
<b>Internal Address:</b>	One Commerce Center		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5218529	THE FUTURE OF HEALTHCARE TECHNOLOGY IS H	
<b>Registration Number:</b>	5214163	S	
<b>Serial Number:</b>	87217627	SKYNET	
<b>Serial Number:</b>	87219563	SKYNET HEALTHCARE TECHNOLOGIES	
<b>Serial Number:</b>	87431764		
<b>Serial Number:</b>	87219596	SKYLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>			
<b>Phone:</b>	2109787487		
<b>Email:</b>	venisa.dark@haynesboone.com		
<b>Correspondent Name:</b>	Venisa Dark, Haynes and Boone LLP		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	38934.20_Legrand		
<b>NAME OF SUBMITTER:</b>	Venisa Dark		
<b>SIGNATURE:</b>	/Venisa Dark/		

OP \$165.00 5218529

<b>DATE SIGNED:</b>	07/05/2017
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**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*IP Security Agreement*”), dated as of June 30, 2017, is made by and among SKYNET HEALTHCARE TECHNOLOGIES, INC., a Florida corporation (the “*Grantor*”) in favor of FINCH FINANCE, LLC, as Secured Party under the Security Agreement referred to below (the “*Secured Party*”).

WHEREAS, the Grantor, QTR Systems LLC and the Secured Party are party to that certain Loan Agreement dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of June 30, 2017, made by the Grantor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”, the defined terms of which are used herein unless otherwise defined herein).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in Schedule 1, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in Schedule 2, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in Schedule 3, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

2. Recordation. The 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 IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any Commonwealth of Pennsylvania court of competent jurisdiction sitting in Montgomery County, Pennsylvania (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this Paragraph 6. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

**SKYNET HEALTHCARE TECHNOLOGIES,  
INC.**, a Florida corporation

By: 

Name: *Matthew Rokicki*

Title: *Chief Executive Officer*

Address for Notices:

Skynet Healthcare Technologies, Inc.  
Office of General Counsel  
Attn: Joe Southron  
34350 US Hwy 19 N  
Palm Harbor, FL 34683

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Signature Page to IP Security Agreement

**TRADEMARK**  
**REEL: 006098 FRAME: 0536**

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AGREED TO AND ACCEPTED:

**FINCH FINANCE LLC**, as Secured Party

By: 

Name: *Alan Kroschel*

Title: *Assistant Vice President*

Address for Notices:

Finch Finance, LLC  
One Commerce Center  
1201 N. Orange Street, Suite 715  
Wilmington, DE 19801  
Attention: General Counsel

with a copy to:

Haynes and Boone, LLP  
30 Rockefeller Plaza, 25th Floor  
New York, NY 10112  
Attention: Todd Ransom  
Telephone No: 212.659.4967  
Facsimile No: 212.884.9571  
Email: [todd.ransom@haynesboone.com](mailto:todd.ransom@haynesboone.com)

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Signature Page to IP Security Agreement

**TRADEMARK**  
**REEL: 006098 FRAME: 0537**

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**Schedule 1**

**PATENTS AND PATENT APPLICATIONS**

None.

**Schedule 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial Number</b>	<b>Reg. Number / App. Number</b>	<b>Reg. Date / App. Date</b>	<b>Class(es)</b>	<b>Mark</b>
87229565	5218529	Reg. Date: June 6, 2017	IC 044. US 100 101. G & S	THE FUTURE OF HEALTHCARE TECHNOLOGY IS HERE
87229964	5214163	Reg. Date: May 30, 2017	IC 009. US 021 023 026 036 038. G & S IC 009. US 021 023 026 036 038. G & S:	S (picture mark)
87217627		App. Date: Oct. 27, 2016	IC 009. US 021 023 026 036 038. G & S IC 044. US 100 101. G & S	SKYNET
87219563		App. Date: October 28, 2016	IC 009. US 021 023 026 036 038. G & S IC 044. US 100 101. G & S	SKYNET HEALTHCARE TECHNOLOGIES
87431764		App. Date: May 1, 2017	IC 009. US 021 023 026 036 038	(Skynet RTLS Map)
87219596		App. Date: October 28, 2016	IC 009. US 021 023 026 036 038. G & S IC 044. US 100 101. G & S	SKYLINK



**Schedule 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.