

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLTOK, INC.		10/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3794111	KEAS	
Registration Number:	3949850	ADAPTIVE HEALTHCOMM SCIENCE	
Registration Number:	2938171	SILVERLINK	
Registration Number:	3978014	STAR POWER	
Registration Number:	3989521	ACUMEN	
Registration Number:	4463010	GO HEALTH	
Registration Number:	4305012	ENGAGEME	
Serial Number:	87232243	HEALTH OPTIMIZATION INDEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173098		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$215.00 3794111

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/05/2017
Total Attachments: 7 source=WELLTOK, INC. TM FILING#page2.tif source=WELLTOK, INC. TM FILING#page3.tif source=WELLTOK, INC. TM FILING#page4.tif source=WELLTOK, INC. TM FILING#page5.tif source=WELLTOK, INC. TM FILING#page6.tif source=WELLTOK, INC. TM FILING#page7.tif source=WELLTOK, INC. TM FILING#page8.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of October 5, 2017, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and **WELLTOK, INC.**, a Delaware corporation, with offices located at 1515 Arapahoe Street, Tower 3, Suite 700, Denver, Colorado 80202 ("Grantor").

Recitals

A. Grantor has entered into (a) that certain Amended and Restated Loan and Security Agreement by and among Grantor, **INCENTONE, INC.**, a Delaware corporation ("IncentOne"), **WELLTOK MINDBLOOM, INC.**, a Washington corporation ("Mindbloom"), **PREDILYTICS, INC.**, a Delaware corporation ("Predilytics"), **SILVERLINK COMMUNICATIONS, LLC**, a Delaware limited liability company ("Silverlink"), **TEA LEAVES HEALTH, LLC**, a Georgia limited liability company ("Tea Leaves"), and **WELLTOK ACQUISITION, LLC**, a Delaware limited liability company ("Acquisition", and together with Grantor, IncentOne, Mindbloom, Predilytics, Silverlink and Tea Leaves, jointly and severally, individually and collectively, "Borrower"), and Bank dated as of the date hereof, (as may be amended, restated or otherwise modified from time to time, the "Senior Loan Agreement") and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of August 16, 2016, as amended by that certain First Amendment and Joinder to Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (as has been and may be further amended, restated, or otherwise modified from time to time, the "Mezzanine Loan Agreement" and collectively with the Senior Loan Agreement, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of August 16, 2016, (as amended, affected modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following text, appearing in Recital A thereof:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) a certain Loan and Security Agreement by and among Grantor, **INCENTONE, INC.**, a Delaware corporation ("IncentOne"), **PREDILYTICS, INC.**, a Delaware corporation ("Predilytics"), **WELLTOK MINDBLOOM, INC.**, a Washington corporation ("Mindbloom"), and **SILVERLINK COMMUNICATIONS, LLC**, a Delaware limited liability company ("Silverlink" and together with Grantor, IncentOne, Predilytics and Mindbloom, individually and collectively, jointly and severally, the

"Borrower"), and Bank dated as of October 8, 2013, as amended by that Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of March 21, 2014, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of May 5, 2014, as amended by that certain Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of March 11, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of March 17, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of May 5, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of July 6, 2015, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of July 10, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of November 20, 2015, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of December 18, 2015, and as further amended by that certain Second Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as may be further amended, restated or otherwise modified from time to time, the "Senior Loan Agreement") and (b) a certain Mezzanine Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as may be amended, restated or otherwise modified from time to time, the "Mezzanine Loan Agreement", and together with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement)."

and inserting in lieu thereof the following:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Amended and Restated Loan and Security Agreement by and among Grantor, INCENTONE, INC., a Delaware corporation ("IncentOne"), PREDILYTICS, INC., a Delaware corporation ("Predilytics"), WELLTOK MINDBLOOM, INC., a Washington corporation ("Mindbloom"), SILVERLINK COMMUNICATIONS, LLC, a Delaware limited liability company ("Silverlink"), TEA LEAVES HEALTH, LLC, a Georgia limited liability company ("Tea Leaves"), and WELLTOK ACQUISITION, LLC, a Delaware limited liability company ("Acquisition", and together with Grantor, IncentOne, Predilytics, Mindbloom, Silverlink and Tea Leaves, individually and collectively, jointly and severally, the "Borrower"), and Bank dated as of October 5, 2017 (as may be amended, restated or otherwise modified from time to time, the "Senior Loan Agreement"), and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of August 16, 2016, as amended by a certain First Amendment and Joinder to Mezzanine Loan and Security Agreement dated as of October 5, 2017 (as has been and may be further amended, restated or otherwise

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modified from time to time, the "Mezzanine Loan Agreement", and together with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

2. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.
3. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

WELLTOK, INC.

By: _____

Name: _____

James J. Sullivan

Title: *SVP, Chief Administrative Officer
and Secretary*

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

WELLTOK, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Name: Mike Dewary

Title: Managing Director

SCHEDULE B-1

Patents

Application No.	Filing date	Status
Synthetic Ground Truth Expansion 15/365,191	November 30, 2016	Non-Provisional (pending)
Dynamic Intervention For Individuals Based on Detected Contextual Factors 15/438,446	February 21, 2017	Non-Provisional (pending)
System and method for dialog caching 7,558,733	July 7, 2009	Issued

SCHEDULE C-1

Trademarks

Trademark	Serial No. Registration No.	Owner of Record	Status
HEALTH OPTIMIZATION INDEX	SN: 87-232243	Welltok, Inc.	Pending
KEAS	SN: 77596247 RN: 3794111	Welltok, Inc.	Registered
ADAPTIVE HEALTHCOMM SCIENCE	SN: 77933039 RN: 3949850	Welltok, Inc.	Registered
SILVERLINK	SN: 78390604 RN: 2938171	Welltok, Inc.	Registered
STAR POWER	SN: 85172540 RN: 3978014	Welltok, Inc.	Registered
ACUMEN	SN: 85177477 RN: 3989521	Welltok, Inc.	Registered
GO HEALTH	SN: 85209935 RN: 4463010	Welltok, Inc.	Registered
ENGAGEME	SN: 85685008 RN: 4305012	Welltok, Inc.	Registered

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