

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preventice Solutions, Inc.	FORMERLY Preventice, Inc.	03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87500066	ECG INSIGHT	
Serial Number:	86578662	PREVENTICE SOLUTIONS	
Serial Number:	86580382	P PREVENTICE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6196992701		
<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:	619-699-2700		
Email:	derek.montebianco@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	04/12/2018		
Total Attachments: 5			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of March 30, 2018, by and between SILICON VALLEY BANK, a California corporation ("Bank"), and PREVENTICE SOLUTIONS, INC. (f/k/a PREVENTICE, INC.), a Delaware corporation ("Grantor"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement entered into by Grantor in favor of Bank, dated as of November 30, 2014, as amended from time to time (the "Original Agreement").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and PREVENTICE SERVICES, LLC (f/k/a ECARDIO DIAGNOSTICS, LLC), a Delaware limited liability company, ECARDIO SEQUOIA BLOCKER CORP., a Delaware corporation, PREVENTICE TECHNOLOGIES, INC. (f/k/a BOOST INFORMATION SYSTEMS, INC.), a Delaware Corporation, and GOLDEN WOODS SERVICES, LLC, a Texas limited liability company (collectively with Grantor, "Borrowers"), in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated as of November 30, 2014 (as the same may be amended, modified or supplemented from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement dated as of the same date hereof, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works 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

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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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.

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

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1717 N. Sam Houston Parkway West
Houston, TX 77038

PREVENTICE SOLUTIONS, INC.

By: 

Name: Ryan C. Kimmel

Title: CFO

BANK:

Address of Bank:

200 Spectrum Center Drive, Suite 1420
Irvine, CA 92618
Attn: Kevin Fleischman

SILICON VALLEY BANK

By: 

Name: Kevin Fleischman

Title: Director

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

None

Registration Number

Registration Date

EXHIBIT B

Patents*

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Care plan administration using thresholds	14490324	9/18/14
Creating individually tailored care plans	14490413	9/18/14
Dynamically adaptive care plans	14490443	9/18/14
Care plan administration: patient feedback	14508320	10/7/14
Derived observations in care plan administration	14508391	10/7/14
Care plan administration	14508471	10/7/14
Adaptive user interface based on health monitoring event	14679592	4/6/15
Adverse event prioritization and handling	14679793	4/6/15
Device data synchronization	14717640	5/20/15
Device data synchronization	14717685	5/20/15

*Ownership remains titled in former name "Preventice, Inc."

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Reg No.</u>	<u>File/Reg. Date</u>
ECG INSIGHT	87500066	6/21/17
PREVENTICE SOLUTIONS	86578662	3/27/15
PREVENTICE SOLUTIONS	86580382	3/30/15
PREVENTICE	85673648	7/11/12