

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484871

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900460850		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfoBionic, Inc.		07/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Security International Investments, Inc.		
Street Address:	330 W. 47th Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64112		
Entity Type:	Corporation: BARBADOS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4684978	INFOBIONIC	
Registration Number:	4667959	MOME	
Registration Number:	5247259	MOME KARDIA	
CORRESPONDENCE DATA			
Fax Number:	9137775601		
<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:	913-777-5600		
Email:	patents@eriseip.com		
Correspondent Name:	Erise IP P.A.		
Address Line 1:	7015 College Blvd., Ste 700		
Address Line 4:	Overland Park, KANSAS 66211		
ATTORNEY DOCKET NUMBER:	INFORBIONIC ASSIGNMENT2		
NAME OF SUBMITTER:	Jennifer C. Bailey		
SIGNATURE:	/Jennifer C. Bailey/		
DATE SIGNED:	08/06/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 30, 2018, is made by and among InfoBionic, Inc., a Delaware corporation (the “**Borrower**”) and the guarantors listed on the signature pages hereto (together with the Borrower, the “**Grantors**,” and each, a “**Grantor**”) in favor of Security International Investments, Inc., a Barbados corporation (the “**Secured Party**”).

WHEREAS, the Borrower has entered into a Loan Agreement of even date herewith (the “**Loan Agreement**”), with the Secured Party, as lender (the “**Lender**”).

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Secured Party that certain Security Agreement of even date herewith, made by and among the Grantor and the Secured Party (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with governmental 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 parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be the “**IP Collateral**”):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in **Schedule 2** hereto (excluding United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in **Schedule 3** hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all licenses or other rights to use any of the foregoing;

(e) any and all royalties, fees, income, payments, and other proceeds now or

hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Trademarks and Patents, as applicable, and any other government officials, 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 related 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.

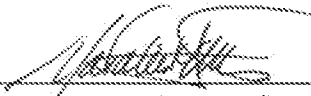
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Secured Party 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.

SECURED PARTY:

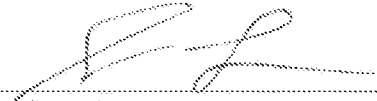
Security International Investments, Inc.
a Barbados corporation

By: 
Name: NATALYA B. BIONDU
Title: DIRECTOR

IN WITNESS WHEREOF, each 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:

INFOBIONIC, INC.
a Delaware corporation

By: 
Name: Stuart Long
Title: Chief Executive Officer

SCHEDULE 1

U.S. PATENTS

1. U.S. Patent No. 8,478,418, filed April 13, 2012 (Remote Health Monitoring System). [00005-0002-00000]
2. U.S. Patent No. 8,774,932, filed May 22, 2013 (Remote Health Monitoring System). [00005-0002-01000]
3. U.S. Patent No. 8,744,561, filed May 22, 2013 (Remote Health Monitoring System). [00005-0002-02000]
4. U.S. Patent Application No. 13/911,213, filed June 6, 2013 (Remote Health Monitoring System). [00005-0002-03000]
5. U.S. Patent Application No. 14/326,178, filed July 8, 2014 (Remote Health Monitoring System). [00005-0002-04000]
6. U.S. Patent No. 9,307,914, filed April 13, 2012 (Remote Data Monitoring and Collection System with Multi-Tiered Analysis). [00005-0003-00000]
7. U.S. Patent Application No. 15/055,966, filed February 29, 2016 (Remote Data Monitoring and Collection System with Multi-Tiered Analysis). [00005-0003-01000]
8. U.S. Patent No. 8,620,418, filed February 8, 2013 (Systems and Methods for Processing and Displaying Patient Electrocardiograph Data). [00005-0004-01000]
9. U.S. Patent No. 8,798,734, filed November 25, 2013 (Systems and Methods for Processing and Displaying Patient Electrocardiograph Data). [00005-0004-02000]
10. U.S. Patent No. 9,081,884, filed June 26, 2014 (Systems and Methods for Processing and Displaying Patient Electrocardiograph Data). [00005-0004-03000]
11. U.S. Patent No. 9,307,922, filed June 4, 2015 (Systems and Methods for Displaying Physiologic Data). [00005-0004-04000]
12. U.S. Patent Application No. 15/066,265, filed March 10, 2016 (Systems and Methods for Processing and Displaying Patient Physiologic Data). [00005-0004-05000]
13. U.S. Patent Application No. 15/278,527, filed September 28, 2016 (Electrode Patch for Health

Schedule 1-1

Monitoring) [00005-0010-01000].

14. U.S. Patent No. 9,968,274, filed April 29, 2016 (Systems and Methods for Processing ECG Data) [00005-0015-00000].

15. U.S. Patent Application No. 15/953,996, filed April 16, 2018 (Systems and Methods for Processing ECG Data) [00005-0015-01000].

16. U.S. Design Patent No. D794806, filed April 29, 2016 (Health Monitoring Device) [00005-0016-00000].

17. U.S. Design Patent No. D794805, filed April 29, 2016 (Health Monitoring Device With a Button) [00005-0019-00000].

18. U.S. Design Patent No. D794807, filed April 29, 2016 (Health Monitoring Device With a Display) [00005-0020-00000].

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SCHEDULE 2
U.S. TRADEMARKS

1. INFOBIONIC, Registration No. 4,684,978 (10-Feb-2015)
2. MOME, Registration No. 4,667,959 (06-Jan-2015)
3. MOME KARDIA, Registration No. 5,247,259 (18-Jul-2017)
4. INFOBIONIC (U.S. Service Mark Application No. 85/349,488).

Schedule 2-1

SCHEDULE 3
COPYRIGHTS

None.

Schedule 3-1

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RECORDED: 08/02/2018

TRADEMARK
REEL: 006411 FRAME: 0788