

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI.Q, INC.		03/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5055219	HI.Q	
Registration Number:	5894271	HEALTH I.Q.	
Serial Number:	88694782	HEALTH IQ	
Serial Number:	88694785	HEALTH IQ	
Serial Number:	88694788	HEALTH IQ	
Serial Number:	88694789	HEALTH IQ	
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:	(858) 550-6412		
Email:	lortiz@cooley.com		
Correspondent Name:	LISA ORTIZ		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1259		
NAME OF SUBMITTER:	LISA ORTIZ		
SIGNATURE:	/LISA ORTIZ/		
DATE SIGNED:	03/26/2020		

CH \$165.00 5055219

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 26, 2020 (this "Agreement") is entered into by and among HI.Q, INC., a Delaware corporation ("HealthIQ"), HEALTH IQ INSURANCE SERVICES, INC., a Delaware limited liability company ("Services"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). HealthIQ and Services are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of March 26, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding any of the foregoing, the Intellectual Property Collateral does not include and no security interest is hereby granted in any of the following: (i) any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon the filing and acceptance of any intent-to-use trademark application, such intent-to-use application shall immediately constitute Intellectual Property Collateral, or

(ii) any rights or interests under any permit, license, contract or lease to the extent that (and in each case only for so long as) such grant of a security interest is prohibited by any applicable laws or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than a Grantor or any of its Subsidiaries to terminate, such permit, license, contract or lease, except to the extent that such laws or the term in such permit, license, contract or lease providing for such prohibition, breach, default or right of termination are ineffective or rendered unenforceable under applicable laws (including the Code).

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

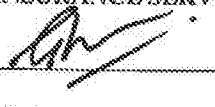
HLQ, INC.

By:  _____

Name: Gaurav Suri

Title: Chief Operating Officer

HEALTH IQ INSURANCE SERVICES, INC.

By:  _____

Name: Gaurav Suri

Title: Chief Operating Officer

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

Address for Notices for all Grantors:

2513 Charleston Road, Suite 102
Mountain View, CA 94043
Attn: Munjal Shah

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

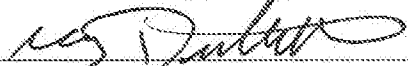
GRANTORS:

LENDER:

HLQ, INC.

WESTERN ALLIANCE BANK

By: _____

By: 

Name: _____

Name: Greg Dietrick

Title: _____

Title: Senior Director

HEALTH IQ INSURANCE SERVICES, INC.

Address for Notices:

By: _____

Attn: Note Department

Name: _____

55 Almaden Boulevard, Suite 100

Title: _____

San Jose, California 95113

Fax: (408) 282-1681

Address for Notices for all Grantors:

2513 Charleston Road, Suite 102

Mountain View, CA 94043


Attn: Munjal Shah

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

EXHIBIT B
TRADEMARKS

List of Registered Trademarks:

Jurisdiction	Registration Number	Registration Date	Description	Status
US	5055219	10/04/2016	Hi.Q	Registered
US	5894271	06/14/2017	(Add)  "HEALTH I.Q." with design	Registered

List of Trademark Applications:



Jurisdiction	Application Number	Application Date	Description	Status
US	88/694,782	11/15/2019	 HEALTH IQ with Design	Pending - Undergoing Examination
US	88/694,785	11/15/2019	 HEALTH IQ with Design	Pending - Undergoing Examination
US	88/694,788	11/15/2019	HEALTH IQ	Pending - Undergoing Examination
US	88/694,789	11/15/2019	HEALTH IQ	Pending - Undergoing Examination

EXHIBIT C

PATENTS

List of Patent Applications:

Jurisdiction	Application Number	Filing Date	Title	Application Status
US	14/542,347	11/14/2014	SYSTEM AND METHOD FOR MAKING A HUMAN HEALTH PREDICTION FOR A PERSON THROUGH DETERMINATION OF THEIR HEALTH KNOWLEDGE	Under Examination
US	14/542,454	11/14/2014	SYSTEM AND METHOD FOR PROVIDING A HEALTH SERVICE BENEFIT BASED ON KNOWLEDGE-BASED PREDICTION OF A PERSON'S HEALTH	Allowed
US	14/542,498	11/14/2014	SYSTEM AND METHOD FOR DETERMINING AND USING KNOWLEDGE ABOUT HUMAN HEALTH	Allowed
US	14/642,709	3/9/2015	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Australia	2015346070	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Canada	2,967,057	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Europe	15859764.1	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination

Japan	2017-526588	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
PCT	PCT/US2015/060723	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Expired (Naturally)
US	15/273,585	9/22/2016	SYSTEM AND METHOD FOR PREDICTING MORTALITY AMONGST A USER BASE	Allowed
US	15/273,602	9/22/2016	SYSTEM AND METHOD FOR USING SOCIAL NETWORK CONTENT TO DETERMINE A LIFESTYLE CATEGORY OF USERS	Under Examination
US	15/273,618	9/22/2016	AUTOMATED DETERMINATION OF USER HEALTH PROFILE	Under Examination
US	16/279,703	02/19/2019	REMOTE HEALTH ASSERTION VERIFICATION AND HEALTH PREDICTION SYSTEM	Awaiting Examination
PCT	PCT/US17/52804	9/21/2017	SYSTEM AND METHOD FOR PREDICTING MORTALITY AMONGST A USER BASE	National Entry in Feb/March 2019.