

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTH FIDELITY, INC.		04/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88559314	LUMANENT	
Serial Number:	87080273	HF REVEAL	
Registration Number:	5877399	HCC SCOUT	
Registration Number:	5019306	(HF)	
Registration Number:	4891990	HEALTH FIDELITY	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-163		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	04/03/2020		
Total Attachments: 5			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 3, 2020, between CANADIAN IMPERIAL BANK OF COMMERCE ("Bank") and HEALTH FIDELITY, INC., a Delaware corporation.

RECITALS

- A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.
- C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.
2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

4W 4th Ave
Suite 501
San Mateo, CA 94402
Attention: Jackie Engel

GRANTOR:

HEALTH FIDELITY, INC.

By: Steve Whitelurst
Name: ~~Steve Whitelurst~~
Title: Chief Executive Officer and President

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Charlie Kelly; Nathan Cole

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark Usner
Name: mark usner
Title: Managing Director, CIBC Innovation
Banking Authorized Signatory

By: A. Weiers
Name: Adam weiers
Title: Director, CIBC Innovation Banking Authorized
Signatory

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.


EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Systems and Methods for Processing Patient Information	US 9,740,665 B2	Issued August 22, 2017
Systems and Methods for Processing Patient Information	US 9,710,431 B2	Issued July 18, 2017

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
Trademark Application - Lumanent	Serial Number 88559314	Filed August 1, 2019 (Pending)
Trademark Application -- HF REVEAL	Serial Number 87080273	Filed June 22, 2016 (Suspended) October 8, 2019
Service Mark -- HCC Scout	Registration No. 5877399 / Serial Number 88037442	August 9, 2016
Service Mark - consisting of the letters "HF" in stylized characters between parentheses. The letter "H" is raised relative to the letter "F". The lower right post of the letter "H" is composed of a right triangle with an arcing hypotenuse 	Registration No. 5019306 / Serial Number 86797538	August 9, 2016
Service Mark -- consisting of "Health Fidelity" of standard characters without claim to any particular font, style, size, or color. No claim is made to the exclusive right to use "Health", apart from the Mark as shown.	Registration No. 4891990 / Serial Number 86616984	January 26, 2016