

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
OneHealth Solutions, Inc.		11/01/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Lemhi Ventures Fund I, LP
Street Address:	315 East Lake Street, Suite 304
City:	Wayzata
State/Country:	MINNESOTA
Postal Code:	55391
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	77559837	LIFEMBRACE
Serial Number:	77686954	SOCIAL SOLUTIONING
Serial Number:	77594436	ONE RECOVERY

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8586385130
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-677-1400
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	367744-19
NAME OF SUBMITTER:	Troy Zander

CH \$90.00 77559837

Signature:	/s/ Troy Zander
Date:	11/08/2013
Total Attachments: 9 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif source=IPSA#page8.tif source=IPSA#page9.tif	

**ONEHEALTH SOLUTIONS, INC.**

**SECURITY AGREEMENT**

This Security Agreement, dated as of November 1, 2013 is executed by OneHealth Solutions, Inc., a Delaware corporation (the "Company"), in favor of Lemhi Ventures Fund I, LP (the "Purchaser").

In consideration of the mutual promises contained herein, and as an inducement to the Purchaser to lend to the Company the amounts reflected in the Secured Convertible Promissory Note (the "Note") issued pursuant to the Secured Note and Warrant Purchase Agreement (the "Purchase Agreement") of even date herewith by and among the Company and the Purchaser, the parties agree as follows:

1. **Creation of a Security Interest.** As security for any and all obligations under the Note to the Purchaser when due, whether by the passage of time or upon a properly delivered demand, the Company hereby grants the Purchaser a security interest in the Collateral (as described in paragraph 2 below).

2. **Collateral.** For purposes of this Security Agreement, the "Collateral" that is subject to the security interest created hereby consists of any and all assets of the Company whether now owned or hereafter acquired (wherever located) and all proceeds thereof and all accessions to, and replacements for, the foregoing, and specifically includes (a) the registered intellectual property listed in Annex I attached hereto and incorporated herein by this reference and (b) the account in which the proceeds of the sale of the Note are to be held under the terms of the Purchase Agreement.

3. **The Company's Obligation.** The Company shall pay to the Purchaser all amounts due and owing to the Purchaser under the Note both as to principal and as to interest, in accordance with the terms of same, when and as the same become due, whether by the passage of time or upon a properly delivered demand.

4. **Protection of the Collateral.** Until such time as the principal and interest on the Note has been paid in full, the Company shall:

(a) Maintain the Collateral in good condition and repair, except as to merchandise or assets which are sold in the ordinary course of the Company's business;

(b) Promptly pay when due all taxes and assessments due upon the Collateral and for its use and operation;

(c) Keep such of the Collateral which is insurable adequately insured with a reputable insurance company against all risks to which it is exposed;

(d) Execute and deliver from time to time any endorsements, assignments, financing statements and other writings (and pay promptly all related filing fees or similar costs and expenses) required by any Purchaser to perfect, maintain and protect the security interests created hereunder and the priority thereof; and

(e) Except as to merchandise or assets which are sold in the ordinary course of the Company's business, not to surrender or lose possession of (other than to the Purchaser), sell, encumber, lease, rent, transfer or otherwise dispose of any Collateral or right or interest therein.

5. **Representations and Warranties by the Company.** The Company hereby represents and warrants to the Purchaser that, except for the security interest created by this Security Agreement, the Company is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral. The security interest granted pursuant to this Security Agreement will constitute a valid and continuing first priority security interest in favor of the Purchaser in the Collateral for which perfection is governed by the UCC or filing with the United States Patent and Trademark Office. Such security interest will be prior to all other liens on the Collateral, except for (a) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (b) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords and other similar liens imposed by law incurred in the ordinary course of business for sums not overdue more than 45 days or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (c) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business, (d) zoning restrictions, easements, rights-of-way, title irregularities and other similar encumbrances, which alone or in the aggregate are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of the Company, (e) banker's liens and similar liens (including set-off rights) in respect of bank deposits and (f) purchase money liens that will be discharged upon the Company's payment of the purchase price for the applicable property, to the extent such liens relate solely to the property so purchased.

6. **Default.** For purposes of this Security Agreement, the occurrence of any one of the following events (each, an "Event of Default") shall constitute a default hereunder and under the Note: (a) any breach of any representations, warranties or covenants made in the Purchase Agreement or in this Security Agreement; (b) any non-payment of the principal or interest on the Note on a timely basis as contemplated by Section 1 of the Note; (c) the insolvency of the Company; (d) any default on other outstanding indebtedness of the Company in an amount greater than \$25,000 individually or in the aggregate; (e) filing of any bankruptcy or other reorganization or liquidation proceeding by the Company or, unless dismissed within 30 days of filing, the filing of any similar proceeding against the Company; and (f) one or more judgments, decrees or orders (excluding settlement orders) for the payment of money shall be entered against the Company involving in the aggregate a liability of \$25,000 or more, and any such judgment, decree or order shall continue without discharge or stay for a period of 60 days.

7. **Rights of Purchaser.**

(a) Upon the occurrence of any Event of Default, the Purchaser shall be entitled to declare, in the manner specified in the Note and the Purchase Agreement, the debt secured hereby immediately due and payable, in each and every case without presentment, demand, protest, notice of acceleration, notice of intent to accelerate or any further or other notice of any kind, all of which are hereby waived. In addition to the right of acceleration and all other rights of the Purchaser, the Purchaser shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the State of Delaware as of the date hereof, and the Purchaser shall be entitled to act with all of the rights and powers of the Purchaser. Without limitation of any of the foregoing, upon an Event of Default, the Purchaser may, at any time and from time to time, with or without judicial process and the aid or assistance of others, enter upon the premises of the Company and, without resistance or interference by the Company, take possession of the Collateral or dispose of any part or all of the Collateral on any such premises; or require the Company to assemble and make available to the Purchaser at the expense of the Company any part or all of the Collateral at any place or time designated by the Purchaser which is reasonably convenient to the Company.

(b) The Purchaser shall give the Company notice of the time and place of any public sale of the Collateral or of the time on or after which any private sale or other intended disposition is to be consummated, which notice shall be mailed, by first class mail, postage prepaid, to the Company in the manner set forth in Section 11(b) hereof at least ten (10) days prior to the time of such sale or other intended disposition.

(c) Each purchaser at any sale of the Collateral shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives, to the extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted and, to the extent permitted by law, any right which it may have to demand a hearing or other judicial or administrative proceeding prior to the enforcement by the Purchaser, of any of its rights and remedies hereunder. Any public or private sale of the Collateral or any part of it shall be held at such time or times within ordinary business hours and at such place or places as the Purchaser may fix in the notice of sale, and at any such sale the Collateral, or the portion thereof to be sold, may be sold in one lot, as an entirety or in separate parcels, as the Purchaser (in their sole and absolute discretion) may determine. If permitted by law, the Purchaser, or any of them, may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Collateral.

(d) The Purchaser shall not be obligated to make any sale of the Collateral, or any part of it, if they determine not to do so, regardless of the fact that notice of sale of the Collateral may have been given. The Purchaser, may, without notice or publication, adjourn a public or private sale of the Collateral, or cause the same to be adjourned from time to time by announcement, at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(e) So long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Security Agreement, the Company hereby grants the Purchaser a limited power of attorney to take the following actions without notice to, or the consent of, the Company, to do any of the following on the Company's behalf:

- (i) to pay or discharge any taxes or liens levied or placed on or threatened against the Collateral;
- (ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Purchaser or as the Purchaser directs;
- (iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;
- (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;
- (v) to defend any suit, action or proceeding brought against the Company with respect to any Collateral;
- (vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and to give such discharges or releases in connection therewith as the Purchaser may deem appropriate;
- (vii) to assign any patent right included in the Collateral of the Company (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Purchaser shall in their sole discretion determine; and
- (viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at the Purchaser's option and the Company's expense, any actions which the Purchaser reasonably deems necessary to protect, preserve or realize upon the Collateral and the Purchaser's liens on the Collateral and to carry out the intent of this Security Agreement, in each case to the same extent as if the Purchaser was the absolute owner of the Collateral for all purposes.

The Company hereby ratifies whatever actions the Purchaser shall lawfully do or cause to be done in accordance with this Section 7. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

8. **Application of the Proceeds.** All proceeds of any sale of the Collateral by the Purchaser pursuant to Section 7 shall be applied as follows:

First, to the payment of all fees and expenses incurred by the Purchaser in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing and

storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Purchaser in connection therewith;

Second, to the payment of accrued interest, if any, on the Note held by the Purchaser, to the date of receipt of such proceeds;

Third, to the payment of the outstanding principal balance of the Note; and

Fourth, to the Company, or to any other party legally entitled thereto.

9. **Further Assurances.** At the request of the Purchaser, the Company will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to the Purchaser such instruments constituting or evidencing items of the Collateral as may be requested by the Purchaser to better assure it with respect to the security interests granted pursuant to this Security Agreement. The Company will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly reregistered, rerecorded and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, and will pay all fees, charges, or taxes imposed with respect to any such registration, recording or filing.

10. **Termination of the Security Interest.** The security interest created pursuant to this Security Agreement shall terminate upon payment in full of the Note to the Purchaser.

11. **Miscellaneous.**

(a) The Company waives any right to require Purchaser: (i) to proceed against any person, firm or corporation; (ii) to exhaust any Collateral it may hold at any time other than the trading of network assets in the normal course of business; (iii) to apply any Collateral in any order; or (iv) to pursue any other remedy whatsoever in a Purchaser's power. Neither this Security Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and the Purchaser.

(b) All notices, requests, demands and other communications hereunder shall be made and delivered as prescribed in the Purchase Agreement.

(c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(d) This Security Agreement shall be governed in all respects by the internal laws of the State of Delaware, without regard to principles of conflicts of law.

(e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file,

such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

(f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Purchaser and its assignees and shall not operate to the benefit of any other third party.

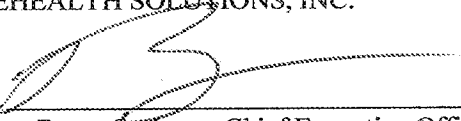
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The foregoing Security Agreement is hereby executed as of the date first above written.

THE COMPANY:

ONEHEALTH SOLUTIONS, INC.

By:   
\_\_\_\_\_  
Bruce Springer, Chief Executive Officer

PURCHASER:

LEMHI VENTURES FUND I, LP

By: Lemhi Ventures LLC  
Its: General Partner

By: \_\_\_\_\_  
Member

COUNTERPART SIGNATURE PAGE TO SECURITY AGREEMENT

TRADEMARK  
REEL: 005150 FRAME: 0577

The foregoing Security Agreement is hereby executed as of the date first above written.

THE COMPANY:

ONEHEALTH SOLUTIONS, INC.

By: \_\_\_\_\_  
Bruce Springer, Chief Executive Officer

PURCHASER:

LEMHI VENTURES FUND I, LP

By: Lemhi Ventures LLC  
Its: General Partner

By: Randy J. Schmidt  
Member

**ANNEX I**

Patents and Trademarks

<b>Docket No.</b>	<b>Status</b>	<b>Serial No.</b>	<b>Title</b>	<b>Registration/ Application Date</b>
<b>Patent Filings:</b>				
115935—001UTL		12/831,125	Status Indicators and Content Modules For Recovery Based Social Networking	7/6/2010
115935-004UTL		12/831,135	Analysis and Prediction Systems and Methods for Recovery Based Social Networking	7/6/2010
115935-002UTL		12/831,127	Information Security for Recovery Based Social Networking	7/6/2010
005935-003UTL		12/831,132	Goals and Progress Tracking for Recovery Based Social Networking	7/6/2010
<b>Trademark Filings:</b>				
		77559837	Lifembrace	9/1/2008
		77686954	Social Solutioning	3/10/2009
		77594436	One Recovery	1/20/2009

Domain Names

Onehealth.com, Onecoverly.com, Onerecovery.net