

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lemhi Ventures Fund I, LP		09/15/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	OneHealth Solutions, Inc.		
Street Address:	420 Stevens Avenue, Suite 200		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77594436	ONE RECOVERY	
Serial Number:	77686954	SOCIAL SOLUTIONING	
CORRESPONDENCE DATA			
Fax Number:	9194842089		
<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:	919-484-2391		
Email:	trademarksrtp@wcsr.com		
Correspondent Name:	M. Christopher Bolen		
Address Line 1:	PO Box 13069		
Address Line 2:	Womble Carlyle Sandridge & Rice LLP		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	57530.0008.1		
NAME OF SUBMITTER:	M. Christopher Bolen		
SIGNATURE:	/M. Christopher Bolen/		
DATE SIGNED:	09/26/2014		
Total Attachments: 4			
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TRADEMARK

**RELEASE, WAIVER AND CONSENT UNDER
SECURITY AGREEMENT**

This Release, Waiver and Consent Under a Security Agreement (this "Release") is made as of September 15, 2014 (the "Effective Date"), by and among OneHealth Solutions, Inc. (the "Company") and the undersigned Secured Party (as defined below).

WHEREAS, the Company has entered into that certain Security Agreement, dated April 15, 2014 (as amended, the "Security Agreement") with Lemhi Venture Fund II, LP (the "Secured Party");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of September 15, 2014 (the "Asset Agreement") by and among the Company, Lemhi Ventures Fund I, LP, a Delaware limited partnership, as a principal stockholder of the Company (the "Stockholder"); and Viverae, Inc., a Delaware corporation ("Viverae"), the Company will sell and Viverae will buy the Assets (as defined in the Asset Agreement) (the "Asset Sale");

WHEREAS, the Asset Sale will constitute a sale of all or substantially all of the assets of the Company.

WHEREAS, pursuant to the Security Agreement, the Company has granted a security interest to the Secured Party in all of the Company's assets, including, the Assets, to secure the Company's full and timely performance of the obligations (as described in the Security Agreement);

WHEREAS, pursuant to Section 11 of the Security Agreement, any term in the Security Agreement may be amended or waived with the written consent of the Company and the Secured Party; and

WHEREAS, the Secured Party desires to waive, the Secured Party's rights under the Security Agreement and release the Assets in connection with the Asset Sale.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Release of Collateral; Consent; Waiver. Effective and contingent upon the Closing (as defined in the Asset Agreement), the Secured Party hereby (a) consents to the Asset Agreement, including the Asset Sale contemplated therein, (b) releases the Secured Party's security interest with respect to the Assets under the Security Agreement, and (c) waives any rights the Secured Party may have under the Security Agreement with respect to the Asset Sale. Effective and contingent upon the Closing, all liens on the Assets in favor of the Secured Party are hereby terminated, released and extinguished.

2. Further Assurances. Upon effectiveness of the release as described in Section 1, the Secured Party shall authenticate and deliver to the Company such documents as the Company may reasonably request to evidence the termination of the security interest in the

Assets and, if necessary, the Company may file one or more Form UCC3s to reflect such termination.

3. Effective Time. This Release shall be effective as of immediately prior to, and is conditional upon, the Closing.

4. Miscellaneous.

(a) Counterparts. This Release may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one instrument.

(b) Governing Law. THIS RELEASE SHALL BE GOVERNED, BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered as of the date first written above.

COMPANY:

ONEHEALTH SOLUTIONS, INC.

By: 

Name: Bruce Springer

Title: Chief Executive Officer

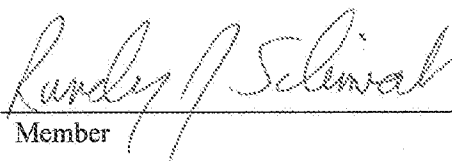
[RELEASE, CONSENT AND WAIVER UNDER SECURITY AGREEMENT]

TRADEMARK
REEL: 005369 FRAME: 0636

SECURED PARTY:

LEMHI VENTURES FUND I, LP

By: Lemhi Ventures II, LLC
Its: General Partner

By: 
Member

[RELEASE, CONSENT AND WAIVER UNDER SECURITY AGREEMENT]