

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLTOK ACQUISITION, LLC		10/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3794111	KEAS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173098		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	10/05/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 5, 2017, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and **WELLTOK ACQUISITION, LLC**, a Delaware limited liability company with its principal place of business located at 625 Market Street, 9th Floor, San Francisco, California 94105 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Amended and Restated Loan and Security Agreement by and among Grantor, **WELLTOK, INC.**, a Delaware corporation ("Welltok"), **PREDILYTICS, INC.**, a Delaware corporation ("Predilytics"), **INCENTONE, INC.**, a Delaware corporation ("IncentOne"), **WELLTOK MINDBLOOM, INC.**, a Washington corporation ("Mindbloom"), **TEA LEAVES HEALTH, LLC**, a Georgia limited liability company ("Tea Leaves"), and **SILVERLINK COMMUNICATIONS, LLC**, a Delaware limited liability company ("Silverlink", and together with Grantor, Welltok, Predilytics, IncentOne, Mindbloom and Tea Leaves, jointly and severally, individually and collectively, "Borrower"), and Bank dated as of the date hereof, (as may be amended, restated or otherwise modified from time to time, the "Senior Loan Agreement") and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of August 16, 2016, as amended by that certain First Amendment and Joinder to Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof (as has been and may be further amended, restated, or otherwise modified from time to time, the "Mezzanine Loan Agreement" and together with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. 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 Bank 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.

4. Execution in Counterparts. 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.

5. Successors and Assigns. This 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 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 page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WELLTOK ACQUISITION LLC

By:  James J. Sullivan

Title: Secretary

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WELLTOK ACQUISITION, LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: 

Title: Managing Director

EXHIBIT A

Copyrights

Copyright interests exist by operation of United States copyright law in materials created by the Grantor, including, but not limited to, software, promotional materials, brochures, web site content, price or customer lists, and business materials and forms. Grantor does not own registrations of its copyrights.

EXHIBIT B

Patents

Application No.	Filing Date	Status
US 9,378,335, Risk Factor Engine that Determines a User Health Score Using a Food Consumption Trend, and Predicted User Weights	April 10, 2014	Issued
US 8,738,550, Risk Factor Engine that Determines a User Health Score	August 30, 2013	Issued
US 8,630,872, Competition Driven Health Management	February 2, 2012	Issued
US 8,560,479, Risk Factor Coaching Engine That Determines A User Health Score	November 23, 2009	Issued
US 14/098,418, Team-Based Health Management	December 5, 2013	US Application Pending
PCT/US2010/000241, Protocol Authorizing for a Health Coaching Service	Pub. Date: May 8, 2010	PCT Application
US 12/434,574, Coaching Engine for a Health Coaching Service	May 1, 2009	US Application Pending
12/360/731, Protocol Authorizing for a Heath Coaching Service	January 27, 2009	US Application Abandoned
12/604,872, Meal Plan Management	October 23, 2009	US Application Pending
12/751,767, Analysis of User Laboratory Test Results	March 31, 2010	US Application Pending

EXHIBIT C

Trademarks

Trademark	Serial No. Registration No.	Registration/Application Date
KEAS	SN: 77596247 RN: 3794111	May 25, 2010

EXHIBIT D

Mask Works

None.