

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHMINE, INC.		10/20/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5612124	AUTOMATIC HEALTH	
Serial Number:	97566438	QRM	
Serial Number:	97567336	QUALITY RELATIONSHIP MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	10/21/2022		
Total Attachments: 6			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Healthmine, Inc.)**

This Intellectual Property Security Agreement is entered into as of October 20, 2022, by and between COMERICA BANK ("Bank") and HEALTHMINE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and extend certain financial accommodations (the "Loans") to Healthmine Services, Inc., a Delaware corporation ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement and Grantor under the Guaranty (defined below).

C. Grantor executed a guaranty dated as of the date hereof in favor of Bank guaranteeing the obligations of Borrower to Bank (as the same may be amended, modified or supplemented from time to time, the "Guaranty").

D. Pursuant to the terms of a Security Agreement dated as of the date hereof between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the "Security 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 (as defined in the Security Agreement).

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 its obligations under the Guaranty and Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and/or Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty and Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor and/or Borrower, 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 Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty, Security Agreement, Loan Agreement or any of the Loan Documents, 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 Bank of any one or

more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty, Security Agreement, Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend and file or re-file this Agreement with the applicable governmental agency, without first obtaining Grantor's approval or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures. If Bank determines in its sole discretion that the Agreement has not been timely executed by Grantor, then the Agreement shall be considered null and void. Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Grantor, in connection therewith.

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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:

HEALTHMINE, INC.

Address of Grantor:

2911 Turtle Creek Blvd
Suite 1010, Dallas, TX 75219

Attn: Bryce Williams

By: DocuSigned by:
Bryce Williams
-----A9F0FEE1F23C458...

Name: Bryce Williams
Title: CEO

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

By: DocuSigned by:
Wyatt Giddings
-----26E23888E5544B3...

Name: Wyatt Giddings
Title: Vice President

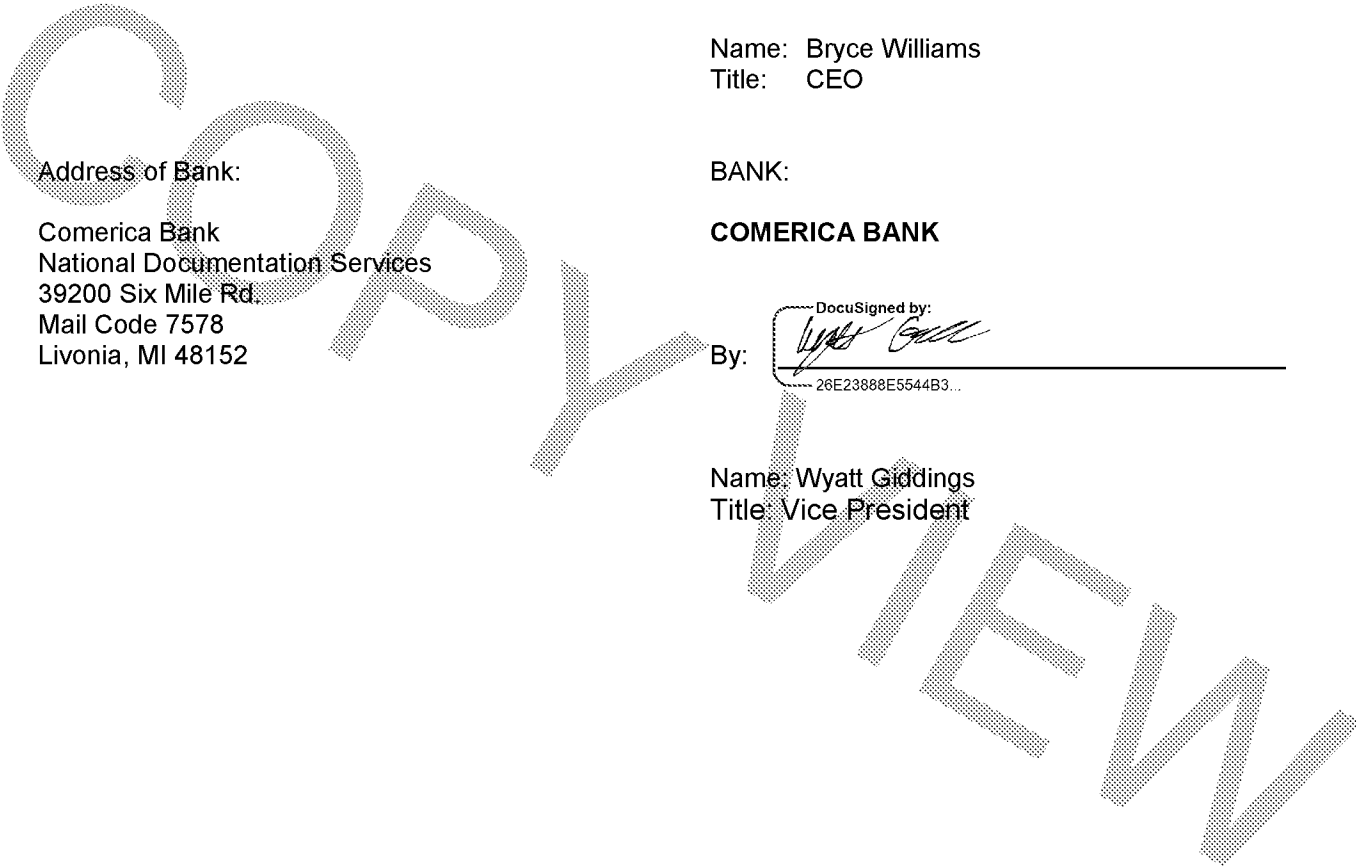


EXHIBIT A

Copyrights

None.

COPY
VIEW

EXHIBIT B

Patents

None.

COPY VIEW

EXHIBIT C**Trademarks**

Mark	Application No.	Filing Date	Registration No.	Registration Date
<u>AUTOMATIC HEALTH</u>	86496750	January 6, 2015	5612124	November 20, 2018
<u>QRM</u>	97566438	August 26, 2022		
<u>QUALITY RELATIONSHIP MANAGEMENT</u>	97567336	August 26, 2022		

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