

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLTOK, INC.		08/16/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	380 Interlocken Crescent, Suite 600		
<b>City:</b>	Broomfield		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 40</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4813521	BE WELL REWARDED	
<b>Registration Number:</b>	5005803	CAFÉWELL CONCIERGE	
<b>Registration Number:</b>	4864754	PERSONAL HEALTH ITINERARY	
<b>Registration Number:</b>	4872145	HEALTH OPTIMIZATION PLATFORM	
<b>Registration Number:</b>	4932888	INTELLIGENT HEALTH ITINERARY	
<b>Registration Number:</b>	4974218	PICKWICK LANDING	
<b>Registration Number:</b>	4804692	CAFÉWELL	
<b>Registration Number:</b>	4809275	C W	
<b>Registration Number:</b>	4804691	OPTIMIZING HEALTH, MAXIMIZING REWARDS	
<b>Registration Number:</b>	4804693	WELLTOK	
<b>Registration Number:</b>	3874257	CAFÉ WELL	
<b>Registration Number:</b>	4167384	THE SOCIAL NETWORK TO GET WELL AND STAY	
<b>Registration Number:</b>	3769109	WELLTOK	
<b>Registration Number:</b>	4490310	SOCIAL HEALTH MANAGEMENT	
<b>Registration Number:</b>	4478198		
<b>Registration Number:</b>	3824347	GROW THE LIFE YOU WANT.	
<b>Registration Number:</b>	4478107	JUICE	
<b>Registration Number:</b>	4484640	P!	
<b>Registration Number:</b>	4478110	PROOF	

OP \$1015.00 4813521

Property Type	Number	Word Mark
Registration Number:	4484641	PROOF!
Registration Number:	3778968	ARE YOU READY TO BLOOM?
Registration Number:	4219140	BLOOM*
Registration Number:	4070573	
Registration Number:	4128792	LIFE GAME
Registration Number:	3865911	LIFE GAMES
Registration Number:	3861713	MAKING HEALTHY CONNECTIONS, ONE BY ONE
Registration Number:	3824346	MINDBLOOM
Registration Number:	4594147	MOMENTUM
Registration Number:	4660504	
Registration Number:	3967482	ZAMZEE
Registration Number:	4139776	ZAMZEE
Registration Number:	4139781	ZAMZEE
Registration Number:	4053890	
Registration Number:	4139777	
Registration Number:	4020129	GO MORE, GET MORE
Registration Number:	4191219	ZAMZ
Serial Number:	86882444	TAP INTO HEALTH
Serial Number:	87060641	TAP INTO WEALTH
Serial Number:	86744547	THE THIRD ESSENTIAL PLATFORM
Serial Number:	86122449	FEW TO ONE TO MANY

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Darlena Bari Stark

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F164917

**NAME OF SUBMITTER:** Janet Wamsley

**SIGNATURE:** /Janet Wamsley/

**DATE SIGNED:** 08/17/2016

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 16, 2016, 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, INC., a Delaware corporation with its principal place of business located at 1515 Arapahoe Street, Tower 3, Suite 700, Denver, Colorado 80202 ("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) a certain Loan and Security Agreement by and among Grantor, INCENTONE, INC., a Delaware corporation ("IncentOne"), PREDILYTICS, INC., a Delaware corporation ("Predilytics"), WELLTOK MINDBLOOM, INC., a Washington corporation ("Mindbloom"), and SILVERLINK COMMUNICATIONS, LLC, a Delaware limited liability company ("Silverlink" and together with Grantor, IncentOne, Predilytics and Mindbloom, individually and collectively, jointly and severally, the "Borrower"), and Bank dated as of October 8, 2013, as amended by that Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of March 21, 2014, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of May 5, 2014, as amended by that certain Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of March 11, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of March 17, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of May 5, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of July 6, 2015, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of July 10, 2015, as amended by that certain Consent to Loan and Security Agreement by and among Bank and Borrower dated as of November 20, 2015, as amended by that certain Assumption and Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of December 18, 2015, and as further amended by that certain Second Amendment to Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as may be further amended, restated or otherwise modified from time to time, the "Senior Loan Agreement") and (b) a certain Mezzanine Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as may be 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, INC.

By: 

Title: *SVP, Chief Administrative Officer  
and 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, INC.

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

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: *[Signature]*

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. A description of the Grantor's software is provided at [www.welltok.com](http://www.welltok.com)



EXHIBIT B


Patents




<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>
A System and Method for Enabling Social Health Networks for Population Managers U.S. App. No. 61/463,513	February 16, 2011	Provisional (expired)
System and Method for Enabling Social Health Networks for Population Managers U.S. App. No. 13/398,457	February 16, 2012	Non-Provisional (pending)
Task Modulations for Wellness Programs U.S. App. No. 15/186,169	June 17, 2016	Non-Provisional (pending)
Wellness Program Curation U.S. App. No. 15/097,108	April 12, 2016	Non-Provisional (pending)
Adaptive Nudge Messages to Motivate Individuals to Achieve Certain Wellness Goals U.S. App. No. 14/996,850	January 15, 2016	Non-Provisional (pending)


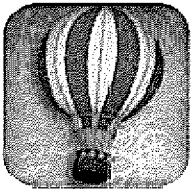


EXHIBIT C


Trademarks

Registered marks

<b>Trademark</b>	<b>Serial No. Registration No</b>	<b>Owner of Record</b>	<b>Status</b>
TAP INTO HEALTH	SN: 86-882444	Welltok, Inc.	Pending
TAP INTO WEALTH	SN: 87060641	Welltok, Inc.	Pending
THE THIRD ESSENTIAL PLATFORM	SN: 86-744547	Welltok, Inc.	Pending
BEWELL REWARDED	SN: 86-122453 RN: 4813521	Welltok, Inc.	Registered
CAFÈWELL CONCIERGE	RN: 5005803	Welltok, Inc.	Registered
FEW TO ONE TO MANY	SN: 86-122449	Welltok, Inc.	Pending
PERSONAL HEALTH ITINERARY	SN: 86-269307 RN: 4864754	Welltok, Inc.	Registered
HEALTH OPTIMIZATION PLATFORM	SN: 86-299417 RN: 4872145	Welltok, Inc.	Registered
INTELLIGENT HEALTH ITINERARY	SN: 86-134215 RN: 4932888	Welltok, Inc.	Registered
STRIVE FOR HEALTH	SN: 86464862 RN 4947218	Welltok, Inc.	Registered
CAFÈWELL	SN: 86-122440 RN: 4804692	Welltok, Inc.	Registered
CW Logo 	SN: 86131507 RM: 4809275	Welltok, Inc.	Registered
OPTIMIZING HEALTH, MAXIMIZING REWARDS	SN: 86-122433 RN: 4804691	Welltok, Inc.	Registered

WELLTOK	SN: 86-122443 RN: 4804693	Welltok, Inc.	Registered
CAFÉ WELL	SN: 77710075 RN: 3874257	Welltok, Inc.	Registered
THE SOCIAL NETWORK TO GET WELL AND STAY WELL	SN: 85462035 RN: 4167384	Welltok, Inc.	Registered
WELLTOK	SN: 77710350 RN: 3769109	Welltok, Inc.	Registered
SOCIAL HEALTH MANAGEMENT	SN: 85792018 RN: 4490310	Welltok, Inc.	Registered
	SN: 86000689 RN: 4478198	Welltok, Inc.	Registered
GROW THE LIFE YOU WANT.	SN: 77881160 RN: 3824347	Welltok, Inc.	Registered
JUICE	SN: 85973451 RN: 4478107	Welltok, Inc.	Registered
	SN: 86000075 RN: 4484640	Welltok, Inc.	Registered
PROOF	SN: 85973472 RN: 4478110	Welltok, Inc.	Registered
	SN: 86000084 RN: 4484641	Welltok, Inc.	Registered
ARE YOU READY TO BLOOM	SN: 77573100 RN: 3778968	Welltok, Inc.	Registered
bloom*	SN: 85386762 RN: 4219140	Welltok, Inc.	Registered

	RN: 4070573 SN: 85315127	Welltok, Inc.	Registered
LIFEGAME	RN: 4128792 SN: 85410054	Welltok, Inc.	Registered
LIFEGAMES	RN: 3865911 SN: 77980170	Welltok, Inc.	Registered
MAKING HEALTHY CONNECTIONS, ONE BY ONE	RN: 3861713 SN: 77750238	Welltok, Inc.	Registered
MINDBLOOM	RN: 3824346 SN: 77881147	Welltok, Inc.	Registered
MOMENTUM	SN: 85-973464 RN: 4,594,147	Welltok, Inc.	Registered
	SN: 86-000714 RE: 4,660,504	Welltok, Inc.	Registered
ZAMZEE	RN: 3967482 SN: 77962712	Hopelab Foundation, Inc.(1)	Registered
ZAMZEE	RN: 4139776 SN: 85110210	Hopelab Foundation, Inc. .(1)	Registered
ZAMZEE (Stylized) 	RN: 4139781 SN: 85111285	Hopelab Foundation, Inc. .(1)	Registered
Design Only 	RN: 4053890 SN: 85110284	Hopelab Foundation, Inc. .(1)	Registered
Design Only	RN: 4139777 SN: 85110366	Hopelab Foundation, Inc. .(1)	Registered

			
GO MORE, GET MORE	RN: 4020129 SN: 77905920	Hopelab Foundation, Inc. .(1)	Registered
ZAMZ	RN: 4191219 SN: 85110343	Hopelab Foundation, Inc. .(1)	Registered

Common law marks

Trademark	Owner
INCENTIVE DRIVEN HEALTH CARE	Welltok, Inc.
1-800-GIFT CERTIFICATE	Welltok, Inc.
INCENTONE	Welltok, Inc.
CUSTOMER CHOICE AWARD	Welltok, Inc.
CUSTOMER POWER	Welltok, Inc.
Welltok, Inc.	Welltok, Inc.
EMPLOYEE POWER	Welltok, Inc.
Welltok, Inc.	Welltok, Inc.
HEALTHY CHOICE AWARD	Welltok, Inc.

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

2023141.1