

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLTOK, INC.		06/26/2019	Corporation: 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: 12			
Property Type	Number	Word Mark	
Registration Number:	5005803	CAFÈWELL CONCIERGE	
Registration Number:	4189344	CARE4LIFE	
Registration Number:	5103404	CARE4LIFE	
Registration Number:	3985201	TEXT2QUIT	
Registration Number:	3911112	TEXT4BABY	
Registration Number:	4238931	TEXT4KIDS	
Registration Number:	5692028	THE THIRD ESSENTIAL PLATFORM	
Registration Number:	4235196	TXT4HEALTH	
Registration Number:	2702467	VOXIVA	
Registration Number:	4472446	VOXIVA CONNECT4HEALTH	
Registration Number:	5228901	WELLPASS	
Registration Number:	5228900	WELLPASS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
TRADEMARK			

CH \$315.00 5005803

Address Line 2: c/o Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 27292-532

NAME OF SUBMITTER: Jennifer Lee Taylor

SIGNATURE: /JLT2/

DATE SIGNED: 07/02/2019

Total Attachments: 7

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of June 26, 2019, 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 offices located at 1515 Arapahoe Street, Tower 3, Suite 700, Denver, Colorado 80202 ("Grantor").

Recitals

A. Grantor has entered into (a) that certain Amended and Restated Loan and Security Agreement by and among Grantor, INCENTONE, INC., a Delaware corporation ("IncentOne"), WELLTOK MINDBLOOM, INC., a Washington corporation ("Mindbloom"), PREDILYTICS, INC., a Delaware corporation ("Predilytics"), SILVERLINK COMMUNICATIONS, LLC, a Delaware limited liability company ("Silverlink"), TEA LEAVES HEALTH, LLC, a Georgia limited liability company ("Tea Leaves"), and WELLTOK ACQUISITION, LLC, a Delaware limited liability company ("Acquisition", and together with Grantor, IncentOne, Mindbloom, Predilytics, Silverlink and Tea Leaves, jointly and severally, individually and collectively, "Existing Borrower"), and Bank dated as of October 5, 2017, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement by and among Bank and Existing Borrower dated as of March 20, 2018, and as further amended by that certain Second Amendment and Joinder to Amended and Restated Loan and Security Agreement by and among Existing Borrower, WELLPASS, INC., a Delaware corporation ("Wellpass"), VOXIVA, INC., Delaware corporation ("Voxiva"; together with Wellpass, jointly and severally, individually and collectively, "New Borrower") (New Borrower together with Existing Borrower, 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 among Bank and Existing Borrower dated as of August 16, 2016, as amended by that certain First Amendment and Joinder to Mezzanine Loan and Security Agreement by and among Bank and Existing Borrower dated as of October 5, 2017, as amended by that certain Second Amendment to Mezzanine Loan and Security Agreement by and among Bank and Existing Borrower dated as of March 20, 2018, and as further amended by that certain Third Amendment and Joinder to Mezzanine Loan and Security Agreement by and among 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 collectively with the Senior Loan Agreement, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of August 16, 2016, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of October 5, 2017 (as may be further amended, affected modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment.

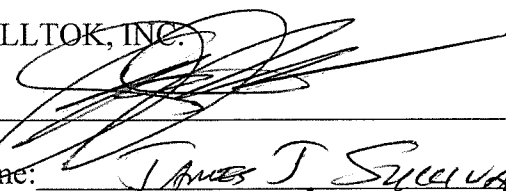
NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

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

GRANTOR:

WELLTOK, INC.

By:  _____

Name: James J. Sullivan

Title: SVP, Secretary

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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

GRANTOR:

WELLTOK, INC.


By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____ 

Name: _____ Ryan Larson

Title: _____ VP

1. The IP Security Agreement is amended by inserting the following text to appear at the end of Section 1 thereof:

“Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any of the following: (a) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).”

2. Exhibit B to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule B-1 attached hereto.
3. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[Signature Page to Follow]

SCHEDULE B-1

Patents

Application/ Patent Number	Filing Date	Title
US 15/373,273	2016-12-08	Health recommendations based on extensible health vectors

SCHEDULE C-1

Trademarks

Trademark	Serial No./ Registration No.	Owner of Record	Status
HARMONIX	SN: 88352525	Welltok, Inc.	Pending
CAFÈWELL CONCIERGE	SN: 86476791	Welltok, Inc.	Registered
CARE4LIFE	RN: 4189344 SN: 85405503	Welltok, Inc.	Registered
CARE4LIFE	RN: 5103404 SN: 86887320	Welltok, Inc.	Registered
QUIT4BABY	RN: 5606394 SN: 87856909	Wellpass, Inc.	Registered
TEXT2QUIT	RN: 3985201 SN: 85167050	Welltok, Inc.	Registered
TEXT4BABY	RN: 3911112 SN: 85062138	Welltok, Inc.	Registered
TEXT4KIDS	RN: 4238931 SN: 85417242	Welltok, Inc.	Registered
THE THIRD ESSENTIAL PLATFORM	RN: 5692028	Welltok, Inc.	Registered
TXT4HEALTH	RN: 4235196 SN: 85461434	Welltok, Inc.	Registered
VOXIVA	RN: 2702467	Welltok, Inc.	Renewed

Trademark	Serial No./ Registration No.	Owner of Record	Status
	SN: 76423990		
VOXIVA CONNECT4HEALTH	RN: 4472446 SN: 85850929	Welltok, Inc.	Registered
WELLPASS	RN: 5228901 SN: 86816249	Welltok, Inc.	Registered
WELLPASS	RN: 5228900 SN: 86816222	Welltok, Inc.	Registered