

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vitality, Inc.	03/19/2010
RECEIVING PARTY DATA	
Name:	Global Health Grid, LLC
Street Address:	149 S. Barrington Ave.
Internal Address:	Suite 649
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11480859
Patent Number:	D592507
Application Number:	12352647
Application Number:	60698792
Application Number:	61174045
Application Number:	29299853
CORRESPONDENCE DATA	
Fax Number:	(949)553-8354
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-851-5413
Email:	pschroeder@allenmatkins.com
Correspondent Name:	Philip C. Schroeder
Address Line 1:	1900 Main Street
Address Line 2:	5th Floor
Address Line 4:	Irvine, CALIFORNIA 92614

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ATTORNEY DOCKET NUMBER:	328997-00013
NAME OF SUBMITTER:	Philip C. Schroeder
Total Attachments: 4 source=security agreement#page1.tif source=security agreement#page2.tif source=security agreement#page3.tif source=security agreement#page4.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement ("**Agreement**"), dated March 19, 2010, is made by Vitality, Inc. ("**Grantor**"), and is given to Global Health Grid, LLC. ("**Grantee**").

BACKGROUND

Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Patent Collateral (as defined below) as security for the Obligations (as defined in the Loan and Security Agreement between the Grantor and Grantee and dated of even date herewith (the "**Loan Agreement**") and Grantee desires to have its lien and security interest in that Patent Collateral confirmed by a document identifying that security interest and in a form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the above Background deemed incorporated by reference and made a part of this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

1. In consideration of the granting of a loan and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged, and to secure the obligations, Grantor does by this Agreement collaterally assign and grant to Grantee a lien and security interest in (a) all of Grantor's right, title, and interest in and to (i) the United States Letters Patent and the inventions described and claimed in that Letters Patent, set forth on Schedule A to this Agreement, and any future patents (referred to collectively in this Agreement as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed in those applications, set forth on Schedule A to this Agreement and any United States Letters Patent that may be issued upon any of those applications and any future patent applications (referred to collectively in this Agreement as the "**Applications**"); (iii) any reissue, extension, division, or continuation of the Patents or the Applications (such reissues, extensions, divisions, and continuations being referred to collectively in this Agreement as the "**Reissued Patents**"); (iv) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Patents; and (v) proceeds of any and all of the above (the Patents, Applications, Reissued Patents, and Royalties and proceeds being referred to collectively in this Agreement as the "**Patent Rights**"), and (b) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (which rights, interest, claims, and demands being referred to in this Agreement as the "**Claims**," and the Patent Rights and Claims being collectively referred to as the "**Patent Collateral**").

2. Grantor warrants and represents to Grantee that (a) Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests granted in this Agreement; (b) the Patent Collateral is valid and enforceable; (c) Grantor has full power and authority to execute and deliver this Agreement; (d) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted in this Agreement; and (e) the Patent Rights and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character except for licenses permitted pursuant to the Loan Agreement.

3. Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will (i) not enter into any agreement, including without limitation, license agreements, which are inconsistent with Grantor's undertakings and covenants under this Patent Security Agreement or which restrict or impair Grantee's rights under this Agreement, and (ii) maintain the Patent Collateral in full force and effect.

4. So long as this Patent Security Agreement is in effect and so long as Grantor has not received notice from Grantee that an Event of Default has occurred under the Loan Agreement and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Patent Rights and grant licenses with respect to them as described in this Agreement, and Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other Person.

5. Grantor agrees not to sell, assign, or further encumber its rights and interests in the Patent Collateral without prior written consent of Grantee, it being understood that Grantor need not seek approval of licenses that are permitted pursuant to the Loan Agreement.

6. If an Event of Default shall occur under the Loan Agreement, Grantee, as the holder of a security interest under the Uniform Commercial Code as in effect now or in the future in any applicable jurisdiction, may take such action as is permitted by law or equity, in its sole discretion, to foreclose upon or otherwise realize upon the Patent Collateral covered by this Agreement. For those purposes, Grantor here authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in its sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on, and/or file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral to any other person, or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral to any other person. Grantor here ratifies all that that attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable for the life of this Agreement.

7.

(a). Grantor shall at its own expense, to the extent reasonably necessary, diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all connected fees and disbursements, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of Grantee. Grantor shall not abandon any Patent Collateral without the prior written consent of Grantee, that consent not to be unreasonably withheld.

(b). Any and all fees, costs, and expenses, including reasonable attorneys' fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes in that connection) in public offices, any taxes, counsel

fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

8. Grantor shall have the right, with the prior written consent of Grantee, which consent will not be unreasonably withheld, to bring suit in its own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to this suit if Grantee shall be satisfied that that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Grantee for all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Grantee pursuant to this paragraph and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this Agreement.

9. No modification or waiver of any provisions set forth in this Agreement shall be effective unless they shall be in writing and signed by the party against whom enforcement is being sought.

10. If Grantor fails to comply with any of its understandings and covenants under this Agreement, Grantee may at its sole option do so in its name, but at Grantor's expense, and Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorneys' fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Patent Collateral.

11. Upon full and unconditional satisfaction of all Grantor's obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Patent Collateral.

12. Grantor here acknowledges and agrees that this Agreement will be recorded in the United States Patent and Trademark Office.

13. This Agreement shall be binding upon Grantor, its successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

14. This Agreement shall be governed by and construed in accordance with the laws of California. A facsimile signature page will have the same affect as an original and this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, Grantor has executed this Agreement, under seal, this day of March, 2010.

Vitality, Inc.

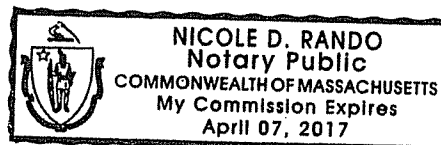
By: [Signature]
Title: PRESIDENT

9/7/10

[Signature]
PRESIDENT

Attest:

Title: Nicole D. Rando 7-September-2010
Notary Public



SCHEDULE "A"

PATENTS & PATENT APPLICATIONS

1. Patent Application No. 60/698,792, filed July 13, 2005.
2. Patent Application No. 11/480,859, filed July 6, 2006.
3. Design Patent Application in connection Patent Application No.'s 60/698,792 and 11/480,859, filed January 4, 2008.
4. Patent Application Filing Receipt, dated March 14, 2008, in connection with Patent Application No. 29/299,853 filed January 4, 2008.
5. Patent Application No. 12/352,647, filed January 13, 2009.
6. Patent Application No. 61/174,045, filed April 30, 2009.
7. Issue Notification regarding Design Patent No. D592507, issued May 19, 2009.

SCHEDULE "A"

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RECORDED: 10/01/2010

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