

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2663226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WALK HEALTHY, LLC	12/27/2013
RECEIVING PARTY DATA	
Name:	TRILOGY HEALTH CARE COMPANY, LLC
Street Address:	1876 CRAIGSHIRE ROAD
City:	MARYLAND HEIGHTS
State/Country:	MISSOURI
Postal Code:	63146
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5964046
Patent Number:	6671981
Patent Number:	7028419
Patent Number:	7140130
Patent Number:	6854198
Patent Number:	7051452
CORRESPONDENCE DATA	
Fax Number:	(314)612-1301
Phone:	314-444-7600
Email:	ipdept@lewisrice.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	EMILY K. BARDON
Address Line 1:	LEWIS, RICE & FINGERSH, L.C.
Address Line 2:	600 WASHINGTON AVENUE, SUITE 2500
Address Line 4:	ST. LOUIS, MISSOURI 63101
NAME OF SUBMITTER:	EMILY K. BARDON

OP \$240.00 5964046

PATENT

Signature:	/ekb/
Date:	12/30/2013
Total Attachments: 4 source=PatSecAgree#page1.tif source=PatSecAgree#page2.tif source=PatSecAgree#page3.tif source=PatSecAgree#page4.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is dated as of December 27, 2013, and is by Walk Healthy, LLC, a Missouri limited liability company ("Grantor"), in favor of Trilogy Health Care Company, LLC ("Grantee").

RECITALS

A. Grantor and Grantee have entered into an Asset Purchase and Sale Agreement dated December 19, 2013 (the "APA"), pursuant to which Grantee has agreed sell certain assets to Grantor, and Grantor has agreed to provide a promissory note to Grantee as payment for such assets (the "Note").

B. Pursuant to the terms of the APA, Grantor has agreed to grant to Grantee a continuing security interest and lien in certain Intellectual Property, including certain patents, to secure the payment and performance of the obligations under the APA and the Note (the "Obligations").

C. Pursuant to the APA, Grantor is required to execute and deliver to Grantee this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA.

AGREEMENT

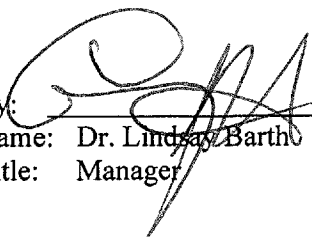
In consideration of the mutual agreements set forth herein and in the APA and the Note, Grantor does hereby grant to Grantee, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1, together with any reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof;
- (2) each patents license, including, without limitation, each patents license listed on Schedule 1; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the APA and the Note. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Agreement and the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WALK HEALTHY LLC
a Missouri limited liability company

By: 
Name: Dr. Lindsay Barth
Title: Manager

Acknowledged:

TRILOGY HEALTH CARE COMPANY, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WALK HEALTHY LLC
a Missouri limited liability company

By: _____
Name: Dr. Lindsay Barth
Title: Manager

Acknowledged:

TRILOGY HEALTH CARE COMPANY, LLC

By: 
Name: DAVID RECK
Title: OWNER MANAGING MEMBER

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patents

Patent Title	Patent Application Number	Patent Number	Date Patent Applied For	Date Patent Issued	Jurisdiction
FOOTWEAR	09/092,279	5,964,046	6/5/1998	10/12/1999	US
FOOTWEAR	09/921,957	6,671,981	8/3/2001	1/6/2004	US
FOOTWEAR	10/730,354	7,028,419	12/8/2003	4/18/2006	US
INSOLE WITH A NEUROMA PAD	10/867,110	7,140,130	6/14/2004	11/28/2006	US
FOOTWEAR	09/855,890	6,854,198	5/15/2001	2/15/2005	US
FOOT SCANNING AND MEASUREMENT SYSTEM AND METHOD	10/685,059	7,051,452	10/14/2003	5/30/2006	US
IMPROVED FOOTWEAR	97195029.6	ZL97195029.6	5/28/1997	2/16/2005	CHINA
BODY PAD	200880119032.6		11/10/2010 (publication date)		CHINA
FOOTWEAR SOLE ATTENUATING THE SHOCK OF IMPACT	PA/a/1998/010095	211709	5/28/1997	11/29/2002	MEXICO