

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3482632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUALITY HEALTH IDEAS, INC.	05/22/2015
RECEIVING PARTY DATA	
Name:	PETE A. FUSCALDO
Street Address:	525 WILLIAM PENN PLACE
Internal Address:	28TH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Name:	PATRICIA FUSCALDO
Street Address:	525 WILLIAM PENN PLACE
Internal Address:	28TH FLOOR
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14291731
Application Number:	14308028
Patent Number:	8321244
CORRESPONDENCE DATA	
Fax Number:	(412)227-5551
<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>	
Email:	ipdocket@leechtishman.com
Correspondent Name:	LEECH TISHMAN FUSCALDO & LAMPL
Address Line 1:	525 WILLIAM PENN PLACE
Address Line 2:	28TH FLOOR
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	13109-013

NAME OF SUBMITTER:	SHERLIN YAGHOUBZADEH
SIGNATURE:	/Sherlin Yaghoubzadeh/
DATE SIGNED:	08/13/2015
Total Attachments: 5 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), is made effective as of the 22nd day of May, 2015, by and between QUALITY HEALTH IDEAS, INC. a Delaware corporation ("Grantor"), and Pete A. Fuscaldo and Patricia Fuscaldo, married individuals (individually and collectively, "Secured Party").

WHEREAS, Grantor has entered into a Guaranty Agreement dated as of May 22, 2015 (the "Guaranty"), with the Secured Party.

WHEREAS, as a condition precedent to the Guaranty, Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of May 22, 2015, made by and among the Grantor and the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Secured Party as follows:

1.1 Grant of Security. Grantor hereby pledges and grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

1.2 Priority of Security Interest. *Notwithstanding the foregoing, Secured Party acknowledges and agrees that the Patent Collateral and security interest granted herein shall be a second position security interest for all purposes herein, including, without limitation, enforcement and remedies, and shall be subordinate to the rights of Dominic and Rosalie Gaziano and/or their respective heirs, administrator, executors, successors and assigns ("Dominic and Rosalie") granted pursuant to that certain Patent Security Agreement between Dominic and Rosalie, on the one hand, and Grantor, on the other hand, dated on or about December 10, 2014 (the "Prior Patent Security Agreement"). Grantor shall not be required by Secured Party to take any action that contravenes the rights of Rosalie and Dominic pursuant to the Prior Patent Security Agreement. In the event that Secured Party is for any reason unable to perfect the Secured Party's security interests herein as a result of the security interest granted to Dominic and Rosalie in connection with the Prior Patent Security Agreement, Grantor agrees that it will take any and all actions necessary or otherwise requested by Secured Party to perfect Secured Party's security interest granted herein immediately upon such time as Dominic and Rosalie's security interest in connection with the Prior Patent Security Agreement is extinguished, released or otherwise made or becomes ineffective.*

2. Recordation. Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Secured Party.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Guaranty, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security 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 Patent Security Agreement by electronic mail shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security 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 Patent Security 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 Patent Security 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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


QUALITY HEALTH IDEAS, INC.

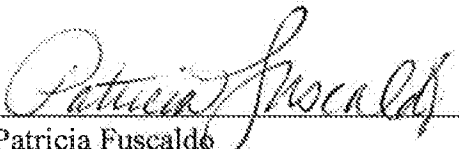
By: 

Its: CEO

AGREED TO AND ACCEPTED:

SECURED PARTY


Pete A. Fuscaldo


Patricia Fuscaldo

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS:

●US Patent No. 8,321,244 entitled SOFTWARE SYSTEM FOR AIDING MEDICAL PRACTITIONERS AND THEIR PATIENTS granted on November 24, 2012, expires August 13, 2030.

FILED PENDING DOMESTIC PATENT APPLICATIONS:

●US Application Serial No. 14/291,731 filed May 30, 2014 entitled SOFTWARE FOR MEDICAL PRACTITIONERS

●US Application Serial No. 14/308,028 filed June 18, 2014 entitled SOFTWARE FOR STREAMLINED ACCESS BETWEEN AN EMERGENCY ROOM AND WEBBASED MEDICAL SOFTWARE