

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3635733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AMORIM HOLDING FINANCEIRA SGPSSA	10/04/2013
RECEIVING PARTY DATA	
Name:	HEALTHFUSION INC.
Street Address:	100 NORTH RIOS AVENUE
City:	SOLANA BEACH
State/Country:	CALIFORNIA
Postal Code:	92067
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7788115
CORRESPONDENCE DATA	
Fax Number:	(608)258-4258
<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:	608 258-4292
Email:	ipdocketing@foley.com, lmanderson@foley.com
Correspondent Name:	PAUL S. HUNTER
Address Line 1:	FOLEY & LARDNER LLP
Address Line 2:	3579 VALLEY CENTRE DRIVE, SUITE 300
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	048123-0104
NAME OF SUBMITTER:	PAUL S. HUNTER
SIGNATURE:	/Paul S. Hunter/
DATE SIGNED:	11/30/2015
Total Attachments: 4	
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EARLY PAYOFF AGREEMENT

BORROWER: HealthFusion Inc., a Delaware corporation

LENDER: Amorim Holding Financeira, SGPS, SA

GUARANTORS: Dr. Sol Lizerbram and the Lizerbram Trust

SECURITY: Trademark Security Agreement by Borrower in favor of Lender dated February 15, 2012 (the "TSA"); Patent Security Agreement by Borrower in favor of Lender dated February 15, 2012 (the "PSA"); General Security interest (excluding Borrower's accounts receivable) as set forth in that certain Secured Credit Promissory Note by Borrower in favor of Lender dated February 15, 2012 (the "Promissory Note").

LOAN DOCUMENTS: The Promissory Note, the TSA, the PSA, and all other documents, instruments and agreements executed and delivered to Lender in connection with the Promissory Note, including the Guaranty (the "Guaranty") by Dr. Sol Lizerbram, personally and in his capacity as trustee for the Lizerbram Trust, guaranteeing the Company's obligations under the Promissory Note (the "Loan Documents").

PURPOSE OF AGREEMENT: To obtain Lender's agreement to accept the Payoff Amount (hereinafter defined) in full and final satisfaction of that certain term loan in the original principal amount of \$5,400,000 (the "Loan") made to the Borrower under and secured by the Loan Documents. The definitive terms are documented in this early payoff agreement (this "Agreement") and the other agreements, instruments and documents called for by this Agreement, in form and substance acceptable to Borrower, Lender and their respective counsel (together with the Agreement, the "Payoff Documents").

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Promissory Note.

The early payoff of the Promissory Note pursuant to this Agreement is contingent upon the Borrower being able to obtain financing under terms satisfactory to Borrower in its sole discretion (the "New Financing") that it is currently seeking from a third-party lender (the "New Lender").

TERMS OF AGREEMENT

1. **Payoff Amount:** Provided the New Financing is obtained, Borrower shall pay to Lender the amount of \$3,650,341.41 (the "Payoff Amount"), in immediately available funds, on or before 5:00 p.m. (PST) on or before October 8, 2013 (the "Payoff Date") as payment in full of the Loan. The Payoff Amount includes (a) all unpaid principal and accrued interest; (b) all legal and valuation fees, costs and expenses incurred by Lender, and (c) any and all other amounts payable to Lender under the Loan Documents subject to the next sentence, in each case due and owing as of the Payoff Date. The Payoff Amount includes, replaces and supersedes the payments scheduled for September 30, 2013, December 31, 2013 and March 31, 2014, as set forth in Schedule A to the Promissory Note. Payment of the Payoff Amount shall be made by wire transfer pursuant to the following wire transfer instructions:

Account Number:	PT50004603930062000059314
Account Name:	Amorim Holding Financeira SGPSSA
ABA/SWIFT Number:	CRBNPTPL
Bank Name:	Banco Popular Portugal

2. **Termination of Obligations:** The obligations of Borrower to Lender will continue to be secured by a security interest in the Collateral until the delivery of the Payoff Amount. Upon Lender's receipt of the Payoff Amount, (a) the Loan Documents (other than this Agreement) shall terminate, and (b) all outstanding obligations of the Borrower to Lender under the Loan Documents shall be deemed paid and satisfied in full.

3. **Release of Liens:** Upon receipt by Lender of the Payoff Amount as provided in paragraph 1 above, (a) all liens and security interests which arise under the Loan Documents and currently secure the obligations of Borrower under the Promissory Note are deemed to be fully released and discharged, (b) Borrower or its agent and New Lender or its agent are each authorized to terminate all liens and security interests of record of Lender under the Loan Documents, including, without limitation, the UCC financing statement #2012-0625667 filed with the Secretary of State of Delaware, (c) Lender shall promptly deliver to New Lender all equity certificates and possessory collateral held by the Lender as collateral security for the obligations under the Loan Documents, and (d) Lender shall deliver to Borrower and New Lender executed originals of such satisfactions of mortgages, termination statements, releases, cancellations, discharges or other agreements as may reasonably be requested by the Borrower in connection with Agent's above-described release of the security interests and liens under the Loan Documents. Without limitation to the foregoing, Lender shall deliver to the Borrower and New Lender, within 5 days after receipt of the Payoff Amount, an executed termination agreement of the Patent Security Agreement and Trademark Security Agreement in form satisfactory for filing with the United States Patent and Trademark Office. All deliveries required to be made to New Lender shall be at made to New Lender's counsel at the following address: Winston & Strawn LLP, 200 Park Ave, New York, NY 10166-4193, Attn: Bijal Vira.

4. **Warrants:** Lender shall retain the previously issued and delivered warrants to purchase 1,250,000 shares of Common Stock of the Borrower. No additional warrants to purchase shares of Common Stock of the Borrower shall be issued to Lender in connection with the Loan.

5. **Release of Guarantors:** If Borrower pays the Payoff Amount to Lender by the Payoff Date, time being of the essence, then the Guarantors shall be released from all liability under the Guaranty.

6. **Representations and Warranties:** Borrower and Guarantors shall represent and warrant:

(a) Corporate existence and good standing.

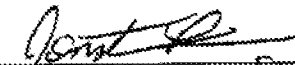
7. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same document. This Agreement may be executed by facsimile signature of any party hereto, and shall be binding on such party, provided, however, that any party signing by facsimile shall execute and deliver an original signature upon request of another party. This Agreement may not be amended orally, and any amendment hereto must be in writing and signed by the parties hereto. This Agreement contains the entire understanding of the parties hereto concerning the matters set forth herein, and there are no other understandings and agreements, oral or otherwise which are not reflected herein. This Agreement shall be governed by the laws of the State of New York.

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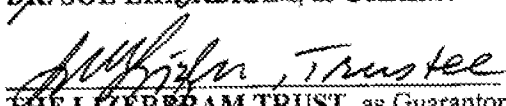
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned have executed this Agreement on October 4, 2013.

HEALTHFUSION INC., a Delaware corporation

By:



Name: Jonathan Flamm
Title: CEO


DR. SOL LIZERBRAM, as Guarantor


THE LIZERBRAM TRUST, as Guarantor

AMORIM HOLDING FINANCEIRA, SGPS, SA,

By:


Name: AMORIM FERREIRA DE AMORIM
Title: PRESIDENTE