504265609 03/09/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4312289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BETTERDOCTOR, INC.	03/01/2017

RECEIVING PARTY DATA

Name:	COMERICA BANK	
Street Address:	M/C 7578, 39200 SIX MILE ROAD	
City:	LIVONIA	
State/Country:	MICHIGAN	
Postal Code:	48152	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14594933

CORRESPONDENCE DATA

Fax Number: (213)630-5788

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.

Phone: 213-891-5935

Email: hpanneck@buchalter.com

Correspondent Name: HELEN PANNECK

Address Line 1: 1000 WILSHIRE BOULEVARD, SUITE 1500

Address Line 4: LOS ANGELES, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	10113-0232
NAME OF SUBMITTER:	PHILIP NULUD
SIGNATURE:	/PHILIP NULUD/
DATE SIGNED:	03/09/2017

Total Attachments: 6

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PATENT 504265609 REEL: 041532 FRAME: 0416

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 2017, by and between COMERICA BANK ("Bank") and BETTERDOCTOR, INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank and Grantor entered into that certain Loan and Security Agreement, dated as of April 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), pursuant to which Bank provided certain financial accommodations to Grantor. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Loan and Security Agreement.
- B. Pursuant to the Loan and Security Agreement, Grantor has granted to Bank a security interest in all of the Collateral, including the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, which is part of the Collateral, including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan and Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan and Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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PATENT REEL: 041532 FRAME: 0417 IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

BETTERDOCTOR, INC. 945 Bryant St., Unit 350 San Francisco, CA 94103

Attn: Ari Tulla, CEO

GRANTOR:

BETTERDOCTOR, INC., a Delaware corporation

Name: ARI TULA

Title: CEO

PATENT REEL: 041532 FRAME: 0418

BANK:

COMERICA BANK

Name:

Title:

Address of Bank:

Comerica Bank M/C 7578 39200 Six Mile Rd. Livonia, MI 48152

Attn: National Documentation Services

With a copy to:

Comerica Bank 10500 NE 8th Street, Suite 1905 Bellevue, WA 98004 FAX: (425) 452-2510

REEL: 041532 FRAME: 0419

EXHIBIT A

Copyrights

[None reported by Grantor.]

4

EXHIBIT B

Patents

Application (US 14/594,933) by BetterDoctor for a system for clustering and aggregating data from multiple sources, filed on January 12,2015 with the U.S. Patent and Trademark Office.

5

EXHIBIT C

Trademarks

[None reported by Grantor.]

6

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RECORDED: 03/09/2017

PATENT REEL: 041532 FRAME: 0422