

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4416573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GTHRIVE, INC.	05/15/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NICHOLSON DE VOS WEBSTER & ELLIOTT LLP
<b>Street Address:</b>	99 ALMADEN BOULEVARD
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14774498
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)675-0442
<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>	
<b>Phone:</b>	408-675-0441
<b>Email:</b>	carrie@ndwe.com
<b>Correspondent Name:</b>	NICHOLSON DE VOS WEBSTER & ELLIOTT LLP
<b>Address Line 1:</b>	99 ALMADEN BOULEVARD
<b>Address Line 4:</b>	SAN JOSE, CALIFORNIA 95113
<b>ATTORNEY DOCKET NUMBER:</b>	9548P001
<b>NAME OF SUBMITTER:</b>	RYAN W. ELLIOTT
<b>SIGNATURE:</b>	/Ryan W. Elliott/
<b>DATE SIGNED:</b>	05/16/2017
<b>Total Attachments: 2</b>	
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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), effective as of March 31, 2017, 2010, is made by gThrive, Inc., a Delaware corporation ("Debtor"), in favor of Nicholson DeVos Webster & Elliott LLP, a California Limited Liability Partnership ("Secured Party") with reference to the following facts:

In that certain Security Agreement effective as of the same date by and between Debtor and Secured Party (the "Security Agreement"), Debtor has acknowledged and affirmed certain Obligations due Secured Party, secured by the Patent Collateral; pursuant to the Security Agreement, Debtor executes and delivers to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Security Agreement shall be applied in this Agreement as defined or established in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the California Commercial Code to the extent the same are used or defined there.

2. Debtor hereby grants to Secured Party a continuing first-priority security interest in all of Debtor's right, title, and interest in, to and under the property described in Schedule I, attached hereto and incorporated herein by reference (the "Patent Collateral").

3. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to Secured Party, for the benefit of Secured Party, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

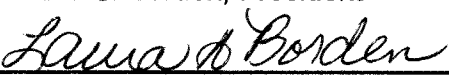
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**Debtor:**

gThrive, Inc., a Delaware corporation  
3945 Freedom Circle, Suite 540  
Santa Clara, California 95054  
Attention: Bruce S. Borden, President

Date: May 15, 2017

By:   
Bruce S. Borden, President

By:   
Laura A. Borden, Secretary

**Secured Party:**

Nicholson DeVos Webster & Elliott LLP  
99 Almaden Boulevard, Suite 710  
San Jose, California 95113  
Attention: Ryan W. Elliott

Date: May 16, 2017

By:   
Ryan W. Elliott, Partner

**SCHEDULE I**  
**to**  
**Patent Security Agreement**

**Debtor:** gThrive, Inc.

**Secured Party:** Nicholson DeVos Webster & Elliott LLP (“NDWE”)

“**Patent Collateral**” means, with respect to each claimed invention in the following table, all right, title and interest of Debtor now owned or hereafter acquired in and to:

(1) letters patent, provisional and non-provisional patent applications, including, but not limited to, any reissues, continuations, continuations-in-part, divisions, revisions, substitutes, extensions or reexaminations and any foreign equivalents and improvements of any of them;

(2) all income, royalties, damages, payments and proceeds thereof including, without limitation, any claim by Debtor against third parties for past, present or future infringement:

<b>NDWE Matter</b>	<b>Country</b>	<b>Application No.</b>
9548P001	US	14/774,498
9548P001AU	Australia	2014249935
9548P001CA	Canada	2905862
9548P001EP	Europe	14778092.8
9548P001IL	Israel	241385
9548P001MX	Mexico	MX/a/2015/012926
9548P002PCT	N/A	PCT/US15/15015