

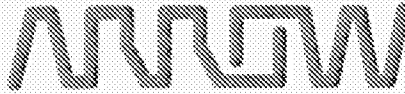
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5107906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FITLY INC.	08/01/2017
RECEIVING PARTY DATA	
Name:	ARROW ELECTRONICS, INC
Street Address:	9201 E. DRY CREEK ROAD
City:	CENTENNIAL
State/Country:	COLORADO
Postal Code:	80112
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9349297
Patent Number:	9364106
Patent Number:	9892656
Patent Number:	D787273
PCT Number:	US2016032717
PCT Number:	US2016020484
CORRESPONDENCE DATA	
Fax Number:	
<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:	klanderson@hollandhart.com
Correspondent Name:	JEFF D. LARSON
Address Line 1:	P.O. BOX 8749
Address Line 4:	DENVER, COLORADO 80201
ATTORNEY DOCKET NUMBER:	75755.1516
NAME OF SUBMITTER:	JEFF D. LARSON
SIGNATURE:	/Jeff D. Larson/
DATE SIGNED:	08/23/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 11	

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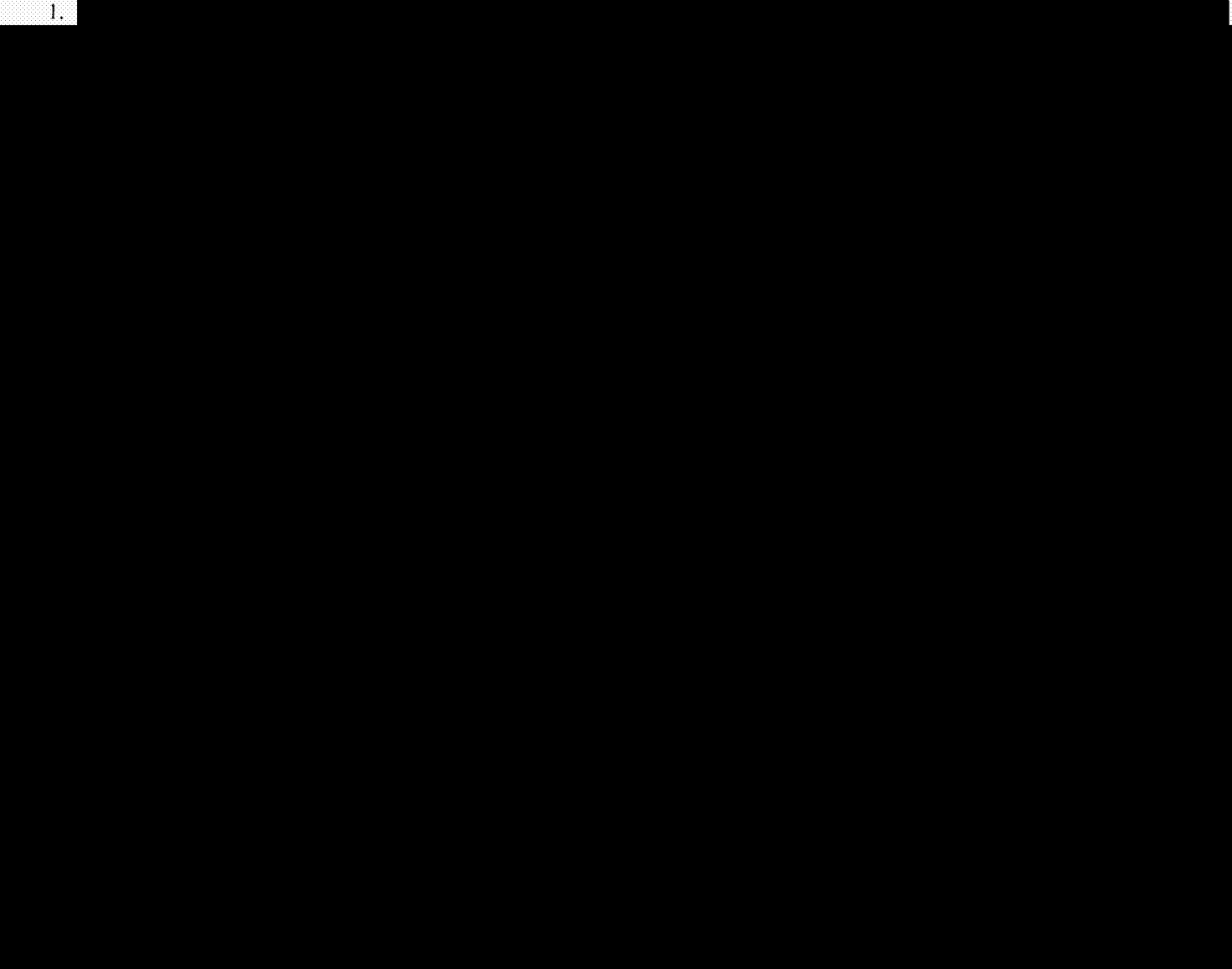
AMENDED AND RESTATED SECURED PROMISSORY NOTE

THIS AMENDED AND RESTATED SECURED PROMISSORY NOTE (THIS "NOTE") AMENDS AND RESTATES THE EXISTING SECURED PROMISSORY NOTE DATED MAY 23, 2016 AS AMENDED BY THAT CERTAIN AMENDMENT NO. 1 TO PROMISSORY NOTE DATED MARCH 24, 2017 (THE "ORIGINAL NOTE"), IN ITS ENTIRETY AS SET FORTH HEREIN. THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND LAWS.

New York, New York
Effective as of August 1, 2017 (the "Effective Date")

FOR VALUE RECEIVED, Fitly Inc., a Delaware corporation ("Borrower"), hereby promises to pay to the order of Arrow Electronics, Inc., a New York corporation ("Lender" and together with Borrower, the "Parties" and each, a "Party"), the aggregate principal amount of all Advances (as defined below), together with any accrued and unpaid interest thereon (collectively, the "Loans"). Notwithstanding the foregoing, Borrower agrees that Lender shall not be obligated to extend any additional credit to Borrower.

1.

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[REDACTED]

2. [REDACTED]

3. [REDACTED]

[REDACTED]

4.

[REDACTED]

a.

[REDACTED]

b.

c.

d.

e.

[REDACTED]

5.

[REDACTED]

[REDACTED]

6. [REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

10. Security.

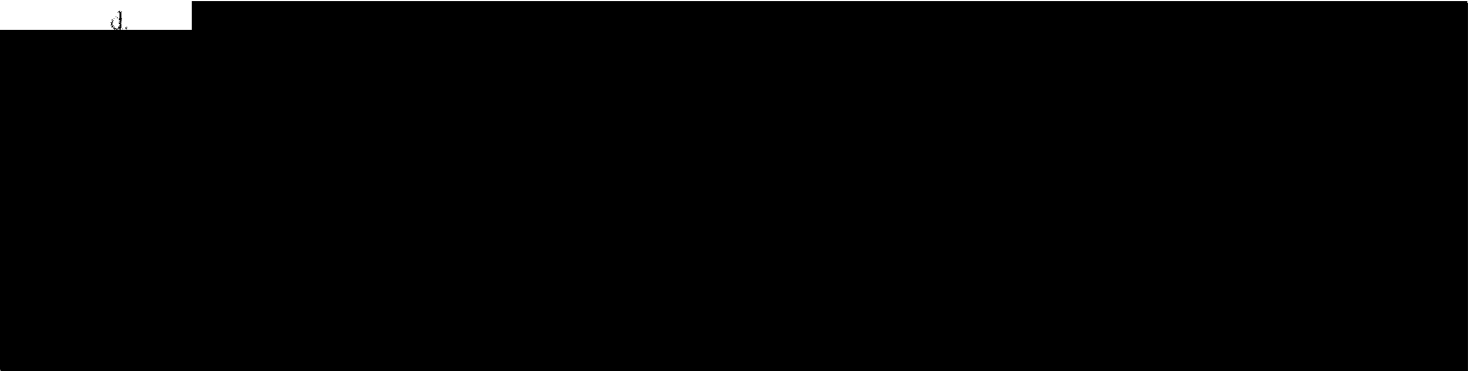
a. In order to induce Lender to enter into this Note and to make the financial accommodations described in this Note and to secure the performance of its Secured Obligations (as defined below), Borrower hereby unconditionally grants, collaterally assigns and pledges to Lender a first priority continuing security interest in, and a right to set off against, any and all right, title and interest of Borrower in and to all of the following properties, assets and rights, and in all similar properties, assets and rights that the Borrower is deemed by law to have rights in or the power to convey rights in, whether whether the Borrower currently or has such rights or acquires them in the future (each as defined in the Uniform Commercial Code from time to time in effect in the State of New York (the "UCC")) (collectively, the "Collateral"): any and all "Accounts"; "Chattel paper"; "Commercial tort claims"; contracts to which Borrower is a party (including, without limitation, Borrower's rights thereunder); "Deposit accounts"; "Documents"; "General intangibles" (including, without limitation, Intellectual Property Collateral (as defined below)); "Goods" (including, without limitation, any and all "Inventory," any and all "Equipment" and any and all "Fixtures"); "Instruments"; "Investment property"; "Letter-of-credit rights" and "Supporting obligations"; any and all other personal property and interests whether or not subject to the UCC; any and all books and records, in whatever form or medium; all "Accessions" and additions to, and substitutions and replacements of, any and all of the foregoing; all "Proceeds" and products of the foregoing; and all insurance pertaining to the foregoing and proceeds thereof. With respect to commercial tort claims, Borrower has attached to this Note a description of all commercial tort claims in which it has rights on the date of this Note (the "Claims Schedule"). Borrower covenants that it will promptly, and in any event no less than thirty (30) days after obtaining rights in a commercial tort claim after the date hereof, notify Lender of the existence of that commercial tort claim, including a description thereof, and execute an amendment to this Note granting Lender a security interest in such commercial tort claim. Borrower covenants that it will promptly, and in any event no less than ten (10) after obtaining rights in any property subject to the IP Schedule, provide Lender with an updated IP Schedule.

b. "Intellectual Property Collateral" means all intellectual property and all rights therein of any type or description, including, without limitation, all inventions and discoveries; patents and patent applications; copyrights and applications for copyright

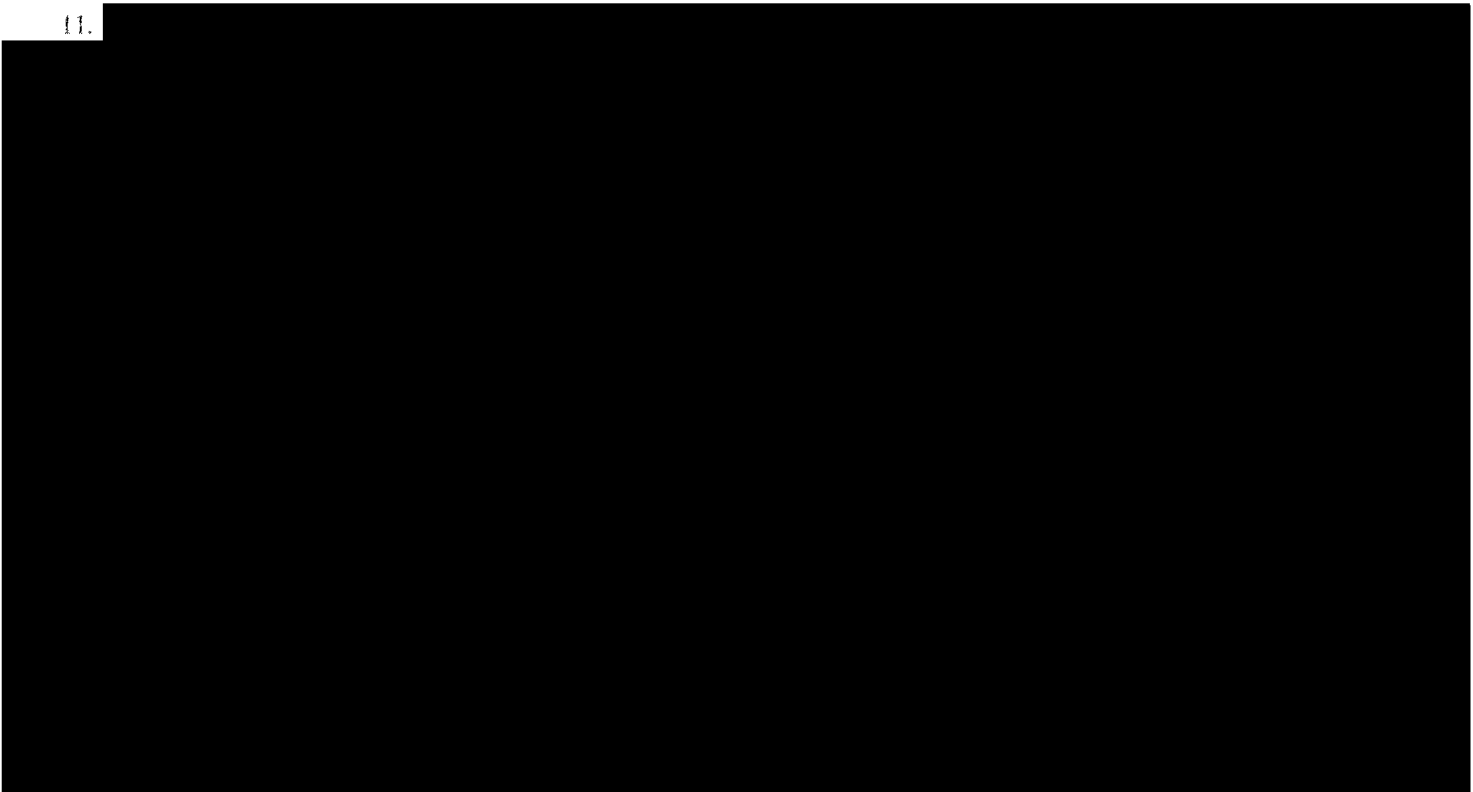
(together with the underlying works of authorship), whether or not registered, together with any renewals and extensions thereof; trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names; domain names; trade secrets; trade dress; trade styles; logos; other source of business identifiers; mask-works; mask-work registrations; mask-work applications; software; confidential and proprietary information; customer lists; other license rights; advertising materials; operating manuals; methods; processes; know-how; algorithms; formulae; databases; quality control procedures; product, service and technical specifications; operating, production and quality control manuals; sales literature; drawings; specifications; blue prints; descriptions; inventions; name plates and catalogs; the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets; all licenses relating to any of the foregoing; all reissuance, continuations and continuations-in-part of the foregoing; all other rights derived from or associated with the foregoing, including the right to sue and recover for past infringement; and all income and royalties with respect to the foregoing.

c. Notwithstanding anything to the contrary in this Note, Collateral does not include (i) a trademark application filed on the basis of Borrower's intent to use before evidence of use of the trademark has been filed with and accepted, but only for so long as grant of a security interest would adversely affect such application or resulting registration, and (ii) Borrower's rights under license of intellectual property that is subject to a restrictive provision that is effective against Borrower despite sections 9-406 through 9-409 of the UCC or other applicable law, but only for so long as the restrictive provision is effective and enforceable.

d.



11.



12.

13.

14.

a.

b.

c.

[REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

g. [REDACTED]

h. [REDACTED]

i. [REDACTED]

j. [REDACTED]

k. Entire Agreement. This Note, together with the preamble and recitals hereto, which are made a part hereof and incorporated by reference, and the other documents, instruments and agreements specifically referred to herein or therein or delivered pursuant hereto or thereto set forth the entire understanding of the Parties with respect to the transactions contemplated by this Note. Any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Note.

l. [REDACTED]

m. [REDACTED]

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Secured Promissory Note as of the date first written above.

LENDER

Arrow Electronics, Inc.

By: _____

Name: *Adrian Pierce*
Title: *VP, Sales*

BORROWER

Fitly Inc.

By: _____

Name: *Anthony Ortiz*
Title: *Founder & CEO*

IP SCHEDULE

Patents

Patent No.	Publication No.	Docket No.	Status	Filing Date	Priority Date	Grant Date	Title	Inventors
9,349,297		25-UDE2-0815	Issued	9/9/2015	9/9/2015	5/24/2016	System and method for nutrition analysis using food image recognition	Caonabo Anthony
		25-UDE2-0416	Pending	5/16/2016	9/9/2015		System and method for nutrition analysis using food image recognition	Caonabo Anthony
		25-UDE1-2116	Pending	3/2/2016	3/2/2015		Apparatus and method for identifying, measuring and analyzing food nutritional values and consumer eating behaviors	Caonabo Anthony
9,364,106		25-UDE1-0115	Issued	3/2/2016	3/2/2015	6/14/2016	Apparatus and method for identifying, measuring and analyzing food nutritional values and consumer eating behaviors	Caonabo Anthony
		25-DD21-0315	Allowed	3/13/2015	3/13/2015		Plate and Lid with Digital Display	Caonabo Anthony
		25-CAE2-0216	Pending	4/25/2016	9/9/2015		System and method for nutrition analysis using food image recognition	Caonabo Anthony
	US 2016-0260352 A1	25-CAE1-0416	Pending	5/16/2016	9/9/2015		Apparatus and method for identifying, measuring and analyzing food nutritional values and consumer eating behaviors	Caonabo Anthony

Trademarks

Appel Date		Appel No.	Reg. Date	Reg. No.	Goods and/or Services	Status
ART JUST GOT OT SMARTER.	3/24/2015	86574197	6/21/2016	4984679	Class 9: Computer application software for personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers, namely, software for reporting, weighing and determining what a person is eating and it recognizes the speed in which the person eats food; computer hardware for weighing and determining what a person is eating, it recognizes the speed in which the person eats food and reports this data to personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers; scientific instrumentation, namely, an electronic analyzer for measuring and reporting the weight of food, type of food, and speed a person eats food	Registered
	4/21/2017	87420560	---	---	Class 9: Computer software for allowing others to identify, recognize, search for, mine, collect and index images and objects using machine learning technologies, artificial intelligence and proprietary image recognition technology	Pending
	10/14/2011	85447617	4/16/2013	4321725	Class 35: Promoting the goods and services of others by providing a website featuring coupons, rebates, price-comparison information, product reviews, links to the retail websites of others, and discount information; Providing an online behavioral marketing engine that provides personalized nutritional and fitness consumer product recommendations, namely, providing a website for users with specific informed recommendations of particular consumer products and services validated by the users' inputted preferences and by collected online behavioral data; Health care cost review, namely, assessing the cost of health and wellness programs for the purpose of reducing health insurance premiums	Registered
U.S. PATENT	9/30/2013	86078129	4/8/2014	4512931	Class 35: On-line retail store services featuring retail of food products and specialized dietary meal plans; Retail store services featuring retail of food products and specialized dietary meal plans	Registered (Supplemental Register)

Goods and/or Services					Status
10/31/2014	86441101	12/27/2016	5111415	Class 9: Computer application software for personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers, namely, software for weighing and determining what a person is eating and it recognizes the speed in which the person eats his/her food and reports accordingly; Computer hardware for weighing and determining what a person is eating, it recognizes the speed in which the person eats his/her food and reports this data to personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers; Scientific instrumentation for measuring weighing and determining what a person is eating and it recognizes the speed in which the person eats his/her food and reports accordingly	Registered (Supplemental Register)
3/2/2016	86926068	3/14/2017	5159123	Class 9: Computer application software for personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers, namely, software for weighing and determining what a person is eating and it recognizes the speed in which the person eats his/her food and reports accordingly; computer hardware for weighing and determining what a person is eating, it recognizes the speed in which the person eats his/her food and reports this data to personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers; scientific instrumentation for measuring weighing and determining what a person is eating and it recognizes the speed in which the person eats his/her food and reports accordingly	Registered
10/1/2013	86079569	5/20/2014	4533208	Class 35: On-line retail store services featuring food products and specialized dietary meal plans; Retail store services featuring food products and specialized dietary meal plans	Registered
4/20/2015	86602784	8/9/2016	5019432	Class 9: Computer application software for personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers, namely, software for reporting, weighing and determining what a person is eating and it recognizes the speed in which the person eats food; computer hardware for weighing and determining what a person is eating, it recognizes the speed in which the person eats food and reports this data to personal computers, mobile phones, portable media players, handheld computers, smartphones, tablet computers; scientific instrumentation, namely, an electronic analyzer for measuring and reporting the weight of food, type of food, and speed a person eats food	Registered (Supplemental Register)

RECORDED: 08/23/2018

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