

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5252611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT COLLATERAL AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HEALTHCARE INTERACTIVE, INC.	09/10/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIRST TRUST CAPITAL PARTNERS, LLC
<b>Street Address:</b>	120 E. LIBERTY DRIVE
<b>City:</b>	WHEATON
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60181
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8332466
Patent Number:	8805759
Patent Number:	8935753
Patent Number:	4981632
Patent Number:	4288638
Patent Number:	4363325
Patent Number:	4981633
Patent Number:	5046299
Patent Number:	5037466
Patent Number:	5091810
Patent Number:	5093607
Patent Number:	5140263
Application Number:	12134864
Application Number:	13493935
Application Number:	15888870
Application Number:	14849188
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	

PATENT

**Email:** emily.klump@clarivate.com  
**Correspondent Name:** NANCY A. ZARAZUA  
**Address Line 1:** 111 WEST MONROE STREET  
**Address Line 2:** CHAPMAN AND CUTLER LLP  
**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	EMILY KLUMP
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<b>SIGNATURE:</b>	/Emily Klump/
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<b>DATE SIGNED:</b>	11/27/2018
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**Total Attachments: 6**

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source=HCI-FT Capital Patent Collateral Agreement \_HCI Executed2#page4.tif  
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source=HCI-FT Capital Patent Collateral Agreement \_HCI Executed2#page6.tif

## PATENT COLLATERAL AGREEMENT

This 10<sup>th</sup> day of September, 2018, HEALTHCARE INTERACTIVE, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 3060 Route 97, Suite 200, Glenwood, Maryland 21738, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIRST TRUST CAPITAL PARTNERS, LLC, an Illinois limited liability company, with its mailing address at 120 E. Liberty Drive, Wheaton, Illinois 60181, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Patent Collateral*"):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all

purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

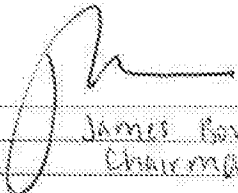
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HEALTHCARE INTERACTIVE, INC.

By   
Name David L. Smith  
Title CEO

Accepted and agreed to as of the date and year last above written.

FIRST TRUST CAPITAL PARTNERS, LLC

By   
Name James Bowen  
Title Chairman

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A  
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS  
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
8,332,466	NETWORK BASED HEALTHCARE MANAGEMENT SYSTEM SM FOR PSYCHOGRAPHIC PROFILING OF TARGETED	12/11/2012
8,805,759	POPULATIONS OF INDIVIDUALS	08/17/2014
8,935,753	NETWORK BASED HEALTHCARE MANAGEMENT SYSTEM	01/13/2015
4,288,638	"HEALTHSPACE CLOUD"	02/12/2013
4,363,325	"DOMINATE THE CLOUD"	07/09/2013
4,981,632	"LIVE WELL, PERFORM BETTER"	06/21/2016
4,981,633	"HABEO" (Design)	06/21/2016
5,046,299	"FREEDOM CONTROL ENERGY"	09/20/2016
5,037,466	"HABEO HEALTH"	09/06/2016
5,091,810	"WELLNESS MATURITY ACCELERATOR"	11/29/2016
5,093,607	"HEALTHSPACE"	12/06/2016
5,140,263	"HCIACTIVE"	02/14/2017
PENDING U.S. PATENT APPLICATION NUMBER	TITLE OF APPLICATION	FILING DATE
12/134,864	SM FOR PSYCHOGRAPHIC PROFILING OF TARGETED POPULATIONS OF INDIVIDUALS	06/06/2008
13/493,935	SM FOR OPTIMAL CONFIGURATION OF PARTICIPATION-BASED WELLNESS PLAN	06/11/2012

15/888,870	SM FOR INHERITANCE BASED TRANSFER OF ACCESS RIGHTS BETWEEN PRINCIPALS IN INFORMATION MANAGEMENT NETWORK	02/05/2018
14/849,188	SM OF WELLNESS ANALYSIS AND ADAPTIVE INCENTIVE GENERATION	09/09/2015