

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5289183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HI.Q, INC.	12/17/2018
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14542347
Application Number:	14542454
Application Number:	14542498
Application Number:	14642709
Application Number:	15273585
Application Number:	15273602
Application Number:	15273618
PCT Number:	US1752804
CORRESPONDENCE DATA	
Fax Number:	(310)277-4730
<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:	310.284.6133
Email:	Grosenbaum@mwe.com, cvicino@mwe.com
Correspondent Name:	GARY B. ROSENBAUM
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	82853-097
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/

PATENT

DATE SIGNED:	12/18/2018
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=Hi.Q - TPC IP Sec Agreement_Executed#page1.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page2.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page3.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page4.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page5.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page6.tif source=Hi.Q - TPC IP Sec Agreement_Executed#page7.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of December 17, 2018, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP, a Maryland corporation and HI.Q, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is HI.Q, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and HI.Q, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 17, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon the filing and acceptance of any intent-to-use trademark application, such intent-to-use application shall immediately be considered Intellectual Property Collateral.

You represent and warrant to Us that, as of the date hereof, Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

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

You: HLQ, INC
Signature: 
Print Name: Gaurav Suri
Title: Chief Operating Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between HLQ, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

None.

PATENT APPLICATIONS

Jurisdiction	Application Number	Filing Date	Title	Application Status
US	14/542,347	11/14/2014	SYSTEM AND METHOD FOR MAKING A HUMAN HEALTH PREDICTION FOR A PERSON THROUGH DETERMINATION OF THEIR HEALTH KNOWLEDGE	Under Examination
US	14/542,454	11/14/2014	SYSTEM AND METHOD FOR PROVIDING A HEALTH SERVICE BENEFIT BASED ON KNOWLEDGE-BASED PREDICTION OF A PERSON'S HEALTH	Under Examination
US	14/542,498	11/14/2014	SYSTEM AND METHOD FOR DETERMINING AND USING KNOWLEDGE ABOUT HUMAN HEALTH	Under Examination
US	14/642,709	3/9/2015	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Australia	2015346070	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination

Canada	2,967,057	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Europe	15859764.1	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
Japan	2017-526588	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Under Examination
PCT	PCT/US2015/060723	42321	SYSTEM AND METHOD FOR PROVIDING A HEALTH DETERMINATION SERVICE BASED ON USER KNOWLEDGE AND ACTIVITY	Expired (Naturally)
US	15/273,585	9/22/2016	SYSTEM AND METHOD FOR PREDICTING MORTALITY AMONGST A USER BASE	Awaiting Examination
US	15/273,602	9/22/2016	SYSTEM AND METHOD FOR USING SOCIAL NETWORK CONTENT TO DETERMINE A LIFESTYLE CATEGORY OF USERS	Awaiting Examination
US	15/273,618	9/22/2016	AUTOMATED DETERMINATION OF USER HEALTH PROFILE	Awaiting Examination
PCT	PCT/US17/52804	9/21/2017	SYSTEM AND METHOD FOR PREDICTING MORTALITY AMONGST A USER BASE	National Entry in Feb/March 2019.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between HI.Q, INC., as You (Grantor)
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Jurisdiction	Registration Number	Registration Date	Description	Status
US	5055219	10/04/2016	Hi.Q	Registered

TRADEMARK APPLICATIONS

Jurisdiction	Application Number	Filing Date	Description	Application Status
US	87488736	06/14/2017	“Health I.Q.” with design	preliminarily rejected; further action pending

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between HL.Q, INC., as You (Grantor)
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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None.

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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None.