

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5528219

<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>
	DIGITAL INSURANCE LLC	05/17/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION	
<b>Street Address:</b>	50 SOUTH SIXTH STREET	
<b>Internal Address:</b>	SUITE 1290	
<b>City:</b>	MINNEAPOLIS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55402	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7912739
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(310)557-2193	
<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>	310-557-2900	
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<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP	
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067	
<b>ATTORNEY DOCKET NUMBER:</b>	33830.001 ONEDIGITAL	
<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP	
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/	
<b>DATE SIGNED:</b>	05/17/2019	
<b>Total Attachments: 5</b>		
source=6. OneDigital - Patent Security Agreement (2L) [Executed]#page1.tif		
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**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, THE TERMS OF THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT”), AMONG JPMORGAN CHASE BANK, N.A., AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE TERMS OF THE FIRST LIEN/SECOND LIEN INTERCREDITOR AGREEMENT SHALL CONTROL.**

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## **SECOND LIEN PATENT SECURITY AGREEMENT**

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of May 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by Digital Insurance LLC (“**Grantor**”) in favor of Wilmington Trust, National Association, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, Grantor is party to that certain Second Lien Security Agreement dated as of May 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent, pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Grantor, as security for the payment and performance in full of the Obligations of Grantor (including, if Grantor is a Guarantor, the Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents, including those listed on Schedule A hereto,
  - (ii) all rights to sue or otherwise recover for infringements or other violations thereof,
- and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

*provided* that the Patent Collateral shall not include any Excluded Assets.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be automatically released upon the payment and performance of the Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. COUNTERPARTS**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL INSURANCE LLC,  
as a Grantor

By:



Name: Charles Ristain

Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

Wilmington Trust, National Association,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title

  
Jeffery Rose  
Vice President

**SCHEDULE A**  
**to**  
**SECOND LIEN PATENT SECURITY AGREEMENT**  
  
**PATENTS**

<b>Grantor</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Filing Date</b>
METHOD FOR HEALTH PLAN MANAGEMENT	10/691,762	October 23, 2003	Digital Insurance LLC
	7,912,739	March 22, 2011	

**PATENT APPLICATIONS**

<b>Grantor</b>	<b>Patent</b>	<b>Application No.</b>	<b>Filing Date</b>