

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6035283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	03/26/2020
RECEIVING PARTY DATA	
Name:	HI.Q, INC.
Street Address:	555 MISSION ST
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14542347
Application Number:	15273585
Application Number:	15273602
Application Number:	15273618
Application Number:	14542454
Application Number:	14542498
Application Number:	14642709
PCT Number:	US2015060723
CORRESPONDENCE DATA	
Fax Number:	(949)823-6994
<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:	949-760-9600
Email:	IPNB@omm.com
Correspondent Name:	O'MELVENY & MYERS LLP / LAUREN REID STAMEY
Address Line 1:	2 EMBARCADERO CENTER 28TH FLR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	368,140-011
NAME OF SUBMITTER:	LAUREN REID STAMEY
SIGNATURE:	/Lauren Reid Stamey/

DATE SIGNED:	03/27/2020
Total Attachments: 8 source=SVB IP Release#page1.tif source=SVB IP Release#page2.tif source=SVB IP Release#page3.tif source=SVB IP Release#page4.tif source=SVB IP Release#page5.tif source=SVB IP Release#page6.tif source=SVB IP Release#page7.tif source=SVB IP Release#page8.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** is made as of March 26, 2020 (the “**Release**”), by and among **HI.Q, INC.**, a Delaware corporation (“**Parent**”), **HEALTH IQ INSURANCE SERVICES, INC.**, a Delaware corporation (“**HQIS**”, together with Parent, individually and collectively, jointly and severally, “**Grantor**”), and **SILICON VALLEY BANK**, a California corporation (“**Lender**”).

WHEREAS, Grantor is party to that certain Loan and Security Agreement with Lender, dated as of June 27, 2017 (as amended by that certain First Loan Modification Agreement dated as of July 11, 2017, that certain Joinder and Second Loan Modification Agreement dated as of December 17, 2018, that certain Third Amendment to Loan and Security Agreement dated as of December 30, 2019 and that certain Fourth Amendment to Loan and Security Agreement dated as of March 10, 2020, and as further amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which, Grantor has granted to Lender for its benefit a security interest in all of Grantor’s right, title and interest, whether presentably existing or hereafter acquired, in, to and under all of the Collateral. All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

WHEREAS, Grantor is party to (i) that certain Intellectual Property Security Agreement with Lender, dated as of January 27, 2017 (as amended, restated or otherwise modified from time to time, the “**January 2017 IP Security Agreement**”) and (ii) that certain Intellectual Property Security Agreement with Lender, dated as of December 17, 2018 (as amended, restated or otherwise modified from time to time, the “**December 2018 IP Security Agreement**”, together with January 2017 IP Security Agreement, the “**IP Security Agreements**”), pursuant to which, Grantor granted to Lender for its benefit a security interest in all Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to

register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the January 2017 IP Security Agreement was recorded with the United States Patent and Trademark Office, Patent Assignment Division on January 27, 2017 at Reel/Frame 041110/0034;

WHEREAS, the January 2017 IP Security Agreement was recorded with the United States Patent and Trademark Office, Trademark Assignment Division on January 27, 2017 at Reel/Frame 5974/0419; and

WHEREAS, the Lender desires to release and restore all right, title and interest in and to the Intellectual Property Collateral to Grantor, including, without limitation, those set forth on Exhibit A, Exhibit B, Exhibit C and Exhibit D attached hereto.

NOW, THEREFORE, Lender hereby terminates, releases, and discharges fully, the security interest in and lien on the Intellectual Property Collateral (including, without limitation, those set forth on Exhibit A, Exhibit B, Exhibit C and Exhibit D hereto) as granted pursuant to the IP Security Agreements and any rights Lender may have in the Intellectual Property Collateral are hereby reconveyed, transferred, and assigned to the Grantor as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Lender in the Intellectual Property Collateral shall hereby cease and become void.

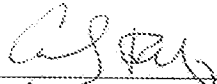
The Lender hereby agrees, at the sole expense of Grantor, to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or

registrations of the Intellectual Property Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK,
as Lender

By: 
Name: Anthony R. ...
Title: MO

[SIGNATURE PAGE TO RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

N/A

EXHIBIT B**PATENTS****January 2017 IP Security Agreement:**

Recorded Owner	Title	App. No.	Filing Date	Publication No.	Publication Date
Hi.Q, Inc.	System and Method For Making A Human Health Prediction For A Person Through Determination Of Their Health Knowledge	14542347	11/14/14	20160140310	5/19/16
Hi.Q, Inc.	System And Method For Predicting Mortality Amongst A User Base	15273585	9/22/16		
Hi.Q, Inc.	System And Method For Using Social Network Content To Determine A Lifestyle Category of Users	15273602	9/22/16		
Hi.Q, Inc.	Automated Determination Of User Health Profile	15273618	9/22/16		
Hi.Q, Inc.	System And Method For Providing A Health Service Benefit Based On A Knowledge-Based Prediction Of A Person's Health	14542454	11/14/14	20160140642	5/19/16
Hi.Q, Inc.	System And Method For Determining And Using Knowledge About Human Health	14542498	11/14/14	20160140859	5/19/16
Hi.Q, Inc.	System And Method For Providing A Health Determination Service Based On User Knowledge And Activity	14642709	3/9/15	20160140323	5/19/16
Health Equity Labs	System And Method For Providing A Health Determination Service Based On User Knowledge And Activity	PCT/US2015/060723	11/13/15	WO/2016/077781	5/19/16

EXHIBIT C
TRADEMARKS

January 2017 IP Security Agreement:

Recorded Owner	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Hi.Q, Inc. dba Health IQ	Hi.Q	86456705	11/17/14	5055219	10/4/16

EXHIBIT D
MASK WORKS

N/A