

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6402913

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	DIGITAL INSURANCE LLC	11/16/2020
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	
Street Address:	10 S. DEARBORN STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7912739
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	045494-0371	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	11/16/2020	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”), dated as of November 16, 2020, is entered into by the undersigned (the “Grantor”) in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Patent Collateral (as defined below).

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

I. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

II. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

(i) all United States patents and applications for letters patent issued by (or applied for in) the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;

(iii) the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing;

(iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(v) all corresponding rights under applicable law in the United States.

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

III. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges

and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

IV. Release. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Pledge and Security Agreement in accordance with its terms.

V. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

VI. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

VII. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

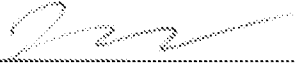
DIGITAL INSURANCE LLC

By: 
Name: Charles Ristau
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 054376 FRAME: 0847

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: _____

Name: Jason Chang

Title: Authorized Officer

SCHEDULE A

Patent Applications

None

Issued Patents

Patent	Patent No.	Issue Date	Registrant
METHOD FOR HEALTH PLAN MANAGEMENT	7,912,739	March 22, 2011	Digital Insurance LLC