

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7485198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ONTRAK, INC.(F.K.A. CATASYS, INC., F.K.A. HYTHIAM, INC.)	07/15/2022
LD ACQUISITION HOLDINGS, INC.	07/15/2022
LIFEDOJO INC.	07/15/2022
RECEIVING PARTY DATA	
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	633 W 5TH STREET
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7863267
Patent Number:	7348321
Patent Number:	7186711
Patent Number:	8012958
CORRESPONDENCE DATA	
Fax Number:	(212)309-9507
<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:	2128016488
Email:	chius@gtlaw.com
Correspondent Name:	GREENBERG TRAURIG, LLP
Address Line 1:	ONE VANDERBILT AVE
Address Line 2:	ATTN: SANDY CHIU
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	195297.010700
NAME OF SUBMITTER:	SANDY CHIU
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	08/15/2022

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of July 15, 2022 (this “**Patent Security Agreement**”), by and among each of the undersigned, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a “**Grantor**” and together, the “**Grantors**”), and U.S. Bank Trust Company, National Association, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Master Note Purchase Agreement, dated as of April 15, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among ONTRAK, INC., a Delaware corporation (the “**Company**”), certain Subsidiaries of the Company, as Guarantors, and the Purchasers party thereto from time to time, Purchasers have agreed to purchase the Notes issued by Company and make certain financial accommodations to the Company;

WHEREAS, Purchasers are willing to purchase the Notes issued by the Company and make certain financial accommodations to the Company as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of July 15, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):
 - (a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule I** hereto;
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
 - (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation,

all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


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

**ONTRAK, INC., a Delaware corporation,
as Grantor**

By: 
Name: Brandon LaVerne
Title: Chief Operating Officer

**LD ACQUISITION HOLDINGS, INC., a Delaware
corporation, as Grantor**

By: 
Name: Brandon LaVerne
Title: Treasurer

**LIFEDOJO INC., a Delaware corporation, as
Grantor**

By: 
Name: Brandon LaVerne
Title: Treasurer

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____

F. Hall
Fowler Hall
Vice President

[Signature Page to Patent Security Agreement]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENTS

Patents							
Title	Patent Application No.	Filing Date	Patent No.	Issuance Date	Record Owner (and Legal Owner, if Different)¹	Jurisdiction	Expiration Date
Use of selective chloride channel modulators to treat methamphetamine abuse	12/119,911	5/13/2008	7,863,267	1/4/2011	Hythiam, Inc. (f/k/a Catasys, Inc.) n/k/a Ontrak, Inc.	U.S.	7/15/2023
Flumazenil for the treatment of alcohol dependency	10/621,229	7/15/2003	7,348,321	3/25/2008	Hythiam, Inc. (f/k/a Catasys, Inc.) n/k/a Ontrak, Inc.	U.S.	12/5/2024
Flumazenil for the treatment of cocaine dependency	10/622,068	7/15/2003	7,186,711	3/6/2007	Hythiam, Inc. (f/k/a Catasys, Inc.) n/k/a Ontrak, Inc.	U.S.	9/12/2024
Methods for Treating Anxiety Related Disorders	11/910,967	4/22/2008	8,012,958	11/13/2008	Hythiam, Inc. (f/k/a Catasys, Inc.) n/k/a Ontrak, Inc.	U.S.	3/5/2028
Use of Selective Chloride Channel M	9444	04/07/2006	9444	04/07/2006	Hythiam, Inc. (f/k/a Catasys, Inc.) n/k/a Ontrak, Inc.	C.R.	4/7/2026

¹ The Company indicates that these patents are no longer used and will be abandoned in due course. For these reasons, the Company has not filed change of name documentation with the U.S. Patent and Trademark Office to update the past name changes from Hythiam, Inc. to Catasys, Inc. to Ontrak, Inc.