

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8265964

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	WELLTOK, INC.	11/08/2023
RECEIVING PARTY DATA		
Name:	ALTER DOMUS (US) LLC, AS ADMINISTRATIVE AGENT	
Street Address:	225 W. WASHINGTON STREET	
Internal Address:	9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	7558733	
Patent Number:	10762992	
Patent Number:	10413779	
Patent Number:	9378335	
Patent Number:	8630872	
Patent Number:	8560479	
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	12129061216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	063053-0038	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/Angela M. Amaru	
DATE SIGNED:	11/08/2023	

Total Attachments: 5

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PATENT

REEL: 065497 FRAME: 0554

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each 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, each 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “**Patent Collateral**”):

- (i) all United States issued and applied for Patents, including those listed on Schedule A hereto,
- (ii) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,
- (iii) all rights to sue or otherwise recover for any past, present and future infringement, violation or other impairment thereof, and
- (iv) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or other violations or impairments thereof, and
- (v) all rights corresponding to any of the foregoing throughout the world;

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 each 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

Each 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 granted hereunder shall be released upon the payment and performance of the Secured 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 such 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. Delivery by facsimile or other electronic transmission (i.e., a "pdf" or "tif") of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated thereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term "**Electronic Signature**" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

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IN WITNESS WHEREOF, each 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.

VIRGIN PULSE, INC., as a GRANTOR

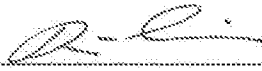
By: Christopher Michalak
Name: Chris Michalak
Title: Chief Executive Officer and President

WELLTOK, INC., as a GRANTOR

By: Christopher Michalak
Name: Chris Michalak
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Patent Security Agreement]

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Patent	Patent No.	Issue Date
Virgin Pulse, Inc.	Computer Method and system for promoting health, wellness, and fitness with multiple sponsors	8321192	11/27/2012
Virgin Pulse, Inc.	Interactive, internet supported health and fitness management system	8027822	9/27/2011
Virgin Pulse, Inc.	Interactive, internet supported health and fitness management system	8346524	1/1/2013
Welltok, Inc.	System and method for dialog caching	7558733	7/7/2009
Welltok, Inc.	Synthetic Ground Truth Expansion	10762992	9/1/2020
Welltok, Inc.	Task Modulations for Wellness Programs	10413779	9/17/2019
Welltok, Inc.	Risk Factor Engine that Determines a User Health Score Using a Food Consumption Trend, and Predicted User Weights	9378335	6/28/2016
Welltok, Inc.	Competition Driven Health Management	8630872	1/14/2014
Welltok, Inc.	Risk Factor Coaching Engine That Determines A User Health Score	8560479	10/15/2013