PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8414591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HEALTH DATA VISION, INC.	01/31/2024
DYNAMIC HEALTHCARE SYSTEMS, INC.	01/31/2024

RECEIVING PARTY DATA

Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVENUE
Internal Address:	SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8015136
Application Number:	13053502
Application Number:	13474524

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 EXECUTIVE DRIVE
Address Line 2:	SUITE 1100
Address Line 4:	SAN DIEGO, CALIFORNIA 92121

NAME OF SUBMITTER:	CHRISTIAN CRUZ
SIGNATURE:	/s/ Christian Cruz
DATE SIGNED:	01/31/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of January 31, 2024, is made by HEALTH DATA VISION, INC., a Delaware corporation ("HDV"), DYNAMIC HEALTHCARE SYSTEMS, INC., a Delaware corporation ("DHS"), MDPORTALS INC., a Delaware corporation ("MDPortals"), and HOUSECALLMD INC., a Delaware corporation (together with HDV, DHS and MDPortals, individually or collectively, as the context may require, each a "Grantor" and, collectively, the "Grantors"), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, "Agent") for itself and the Lenders (as defined below).

RECITALS

A. Grantors have entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called 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) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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");

(c) 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) 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, or Trademarks 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, or Patents; 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any property excluded from the Collateral in accordance with Section 3.2 of the Loan Agreement.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. No Grantor shall assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantors, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, 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 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 California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

HEALTH DATA VISION, INC., a Delaware corporation

DocuSigned by:
By: Jay Ackerman
26FAFF6BD2D249E...
Name: Jay Ackerman
Title: Chief Executive Officer

DYNAMIC HEALTHCARE SYSTEMS, INC., a Delaware corporation

DocuSigned by:
By: Jay Ackerman
26FAFF6BD2D249E...
Name: Jay Ackerman
Title: President

MDPORTALS INC., a Delaware corporation

DocuSigned by:
By: Jay Ackerman
Name: Jay Ackerman
Title: Chief Executive Officer

HOUSECALLMD INC., a Delaware corporation

DocuSigned by:
By: Jay Ackerman
Name: Jay Ackerman
Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as Agent

By: Seth H Meyer

Print Name: Seth Meyer

Title: Chief Financial Officer

[*Signature page to Intellectual Property Security Agreement*]

<u>EXHIBIT A</u>

Copyrights

NONE.

EXHIBIT B

Patents

Grantor	Description	Registration/ Application Number	Registration/ Application Date
Health Data Vision, Inc.	Medical record collection system	13053502	03/22/11
Health Data Vision, Inc.	Universal medical records processing system	13474524	05/17/12
Dynamic Healthcare Systems, Inc.	Algorithmic method for generating a medical utilization profile for a patient and to be used for medical risk analysis decisioning	8015136	09/06/11

EXHIBIT C

Trademarks

Grantor	Description	Serial/ Registration Number	Application Registration/ Date
Health Data Vision, Inc.	REVELEER	88595382	08/27/19
Health Data Vision, Inc.	[DESIGN ONLY]	88595377	08/27/19