

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI242889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HealthPointe Solutions, Inc.	08/22/2023

**RECEIVING PARTY DATA**

<b>Company Name:</b>	HPS Admin LLC
<b>Street Address:</b>	45 Bayview Avenue, Second Floor
<b>City:</b>	Inwood
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	11096

**PROPERTY NUMBERS Total: 110**

Property Type	Number
Application Number:	17283513
PCT Number:	US1955619
Application Number:	62805109
Application Number:	62743985
PCT Number:	US1955617
Application Number:	17671604
Application Number:	16593491
Application Number:	62801777
PCT Number:	US1955615
Application Number:	17283488
Application Number:	62800289
PCT Number:	US1955614
Application Number:	17283487
Application Number:	62785090
PCT Number:	US2033284
Application Number:	17611476
Application Number:	62849075
PCT Number:	US2033634
Application Number:	17611524
Application Number:	62852051

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Property Type	Number
PCT Number:	US2047477
Application Number:	17638104
Application Number:	62891712
PCT Number:	US2047480
Application Number:	17638131
Application Number:	62891677
PCT Number:	US2047482
Application Number:	17638148
Application Number:	62891661
PCT Number:	US2050152
Application Number:	17761346
Application Number:	62902638
PCT Number:	US2054613
Application Number:	17768111
Application Number:	62914227
PCT Number:	US2054611
Application Number:	17768109
Application Number:	62914217
PCT Number:	US2056112
Application Number:	17770385
Application Number:	62924894
PCT Number:	US2058378
Application Number:	17773224
Application Number:	62928738
PCT Number:	US2058303
Application Number:	17773208
Application Number:	62928568
PCT Number:	US2058298
Application Number:	17773230
Application Number:	62928220
PCT Number:	US2058296
Application Number:	17773254
Application Number:	62928208
PCT Number:	US2058017
Application Number:	17773148
Application Number:	62927468
PCT Number:	US2057771
Application Number:	17772961

Property Type	Number
Application Number:	62927346
Application Number:	62955898
Application Number:	17790428
PCT Number:	US2064080
PCT Number:	US2065334
PCT Number:	US2065331
PCT Number:	US2114180
Application Number:	62957635
Application Number:	17790929
Application Number:	62957673
Application Number:	17790920
Application Number:	62964552
Application Number:	17794185
PCT Number:	US2114195
PCT Number:	US2114353
PCT Number:	US2117245
Application Number:	62964545
Application Number:	17794177
Application Number:	62964502
Application Number:	17794174
Application Number:	62984062
Application Number:	17905112
Application Number:	63010566
Application Number:	17966766
Application Number:	63010586
Application Number:	16966723
Application Number:	63019136
Application Number:	17922546
Application Number:	63019117
PCT Number:	US2127326
PCT Number:	US2127429
PCT Number:	US2128194
PCT Number:	US2128219
PCT Number:	US2128214
PCT Number:	US2128216
PCT Number:	US2132769
Application Number:	63018803
Application Number:	17922544

Property Type	Number
Application Number:	63022261
Application Number:	17924102
Application Number:	63027559
Application Number:	17926968
Application Number:	18553314
PCT Number:	US2222919
PCT Number:	US2211930
PCT Number:	US2211979
Application Number:	17674604
Application Number:	63168855
Application Number:	18271798
Application Number:	63135792
Application Number:	18271803
Application Number:	63135975

#### 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: 6163366514

Email: patents@varnumlaw.com

Correspondent Name: Jodi Russo

Address Line 1: 333 Bridge Street, N.W., Suite 1700

Address Line 4: Grand Rapids, MICHIGAN 49504

NAME OF SUBMITTER: JODI RUSSO

SIGNATURE: JODI RUSSO

DATE SIGNED: 05/20/2024

#### Total Attachments: 28

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## **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated May 19, 2024, but effective as of August 22, 2023, is made by and between **HealthPointe Solutions, Inc.**, a Delaware corporation ("Grantor"), and **HPS Admin LLC**, a Delaware limited liability company (together with its successors and assigns, the "Secured Party"). This Agreement fully amends and restates that original Intellectual Property Security Agreement dated August 22, 2023, and in particular, **Exhibit A** attached hereto.

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Administrative Agent Agreement. The following terms have the meanings set forth below:

**"Administrative Agent Agreement"** shall mean that certain Administrative Agent Agreement dated on or about the same date herewith between Grantor and Secured Party and the other parties thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time.

**"Copyrights"** shall mean all of Grantor's right, title and interest in and to all U.S. and foreign common law copyrights, copyright registrations and copyright applications, including without limitation (i) the copyright registrations and copyright applications listed on **Exhibit A** attached hereto, (ii) any and all rights to unregistered and/or common law copyrights and/or any subject matter subject to any common law copyright, and (iii) all renewals and extensions thereof.

**"Patents"** shall mean all of Grantor's right, title, and interest in and to any and all U.S. and foreign patents and patent applications, including without limitation (i) the U.S. and foreign patents and patent applications listed on **Exhibit A** attached hereto, and (ii) all provisionals, disclosures, continuations, divisionals, continuations-in-part, re-examinations, reissues, extensions, and renewals thereof and improvements thereon, and amendments thereto.

**"Permitted Licenses"** shall mean any non-exclusive license granted in the ordinary course of business by Grantor in its Patents, Trademarks or Copyrights, to the extent such license does not interfere in any material respect with the business of the Grantor or impair or interfere with the Secured Party's rights to the Collateral or otherwise, set forth hereunder or under the other Loan Documents.

**"Security Interest"** has the meaning given in Section 2.

**"Software"** shall mean all of Grantor's right, title, and interest in and to any and all software and general intangibles constituting software (as such terms are defined in the UCC), including, but not limited to:

(a) all software programs (including all executable code, source code, trial versions, development versions, code listings, design details, object code and all related applications and data files), whether now owned, upgraded, enhanced, licensed or leased or hereafter acquired by the Company, above;

(b) all computers and electronic data processing hardware and firmware associated therewith or containing any of the items in this definition;

(c) all documentation (including technical data, formulas, algorithms, flow charts, design details, logic diagrams, manuals, guides and specifications) with respect to such software, hardware and firmware described in the preceding clauses (a) and (b) and any other material that could enable the software to be reproduced, recreated, recompiled or modified; and

(d) all rights with respect to all of the foregoing, including, without limitation, any and all upgrades, modifications, copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and substitutions, replacements, additions, or model conversions of any of the foregoing.

"Trademarks" shall mean all of Grantor's right, title, and interest in and to any and all U.S. and foreign trademarks, trade names, assumed names, registered trademarks, trademark applications, registered trade dress, trade dress applications, service marks, registered service marks and service mark applications, unregistered trademarks, unregistered trade dress, common law trademarks and service marks, common law trade dress, and domain names, including without limitation (i) the registered trademarks, trademark applications, registered service marks and service mark applications, registered trade dress and trade dress applications listed on **Exhibit A** attached hereto, and (ii) all renewals and extensions thereof.

"UCC" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

**2. Security Interest.** As security for the payment and performance of the Obligations (as defined in the Loan Documents), Grantor hereby pledges and assigns to, and grants Secured Party a continuing security interest ("Security Interest"), in all of Grantor's right, title, and interest in and to any of the following, whether now existing or hereafter arising, now owned or hereafter acquired (collectively, the "Collateral"):

- (i) the Patents, Trademarks, Copyrights, and Software;
- (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses and permission agreements entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof;
- (iii) the right to sue for past, present and future infringements and dilutions of the Collateral described in clause (i) above;
- (iv) the goodwill symbolized by, and/or connected with the use of, the Collateral described in clause (i) above;
- (v) all contract rights, documents, applications, licenses, materials and other matters related to any of the foregoing;
- (vi) all tangible property embodying or incorporating any of the Collateral described in clause (i) above; and
- (vii) all of Grantor's rights corresponding to any of the foregoing throughout the world.

This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

**3. Representations, Warranties and Agreements.** Grantor represents, warrants and agrees as follows:

(a) Existence; Authority. Grantor is a corporation, duly organized, validly existing and in good standing under the laws of the state of its organization and this Agreement has been duly and validly authorized by all necessary action on the part of Grantor.

(b) Patents. **Exhibit A** accurately lists all Patents owned by Grantor as of the date hereof, or to which Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Grantor owns, controls, or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Grantor shall, within ten (10) days of Grantor determining or receiving written notice from Secured Party that **Exhibit A** ceases to reflect accurately such existence or status, provide written notice to Secured Party with a replacement **Exhibit A**, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Trademarks. **Exhibit A** accurately lists all registered Trademarks owned by Grantor as of the date hereof and accurately reflects the existence and status of all applications and registrations pertaining to the Trademarks as of the date hereof. If after the date hereof, Grantor owns any registered Trademarks not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Grantor shall, within ten (10) days of Grantor determining or receiving written notice from Secured Party that **Exhibit A** ceases to reflect accurately such existence or status, provide written notice to Secured Party with a replacement **Exhibit A**, which upon acceptance by Secured Party shall become part of this Agreement.

(d) Copyrights. **Exhibit A** accurately lists all registered Copyrights owned by Grantor as of the date hereof and accurately reflects the existence and status of all applications and registrations pertaining to the Copyrights as of the date hereof. If after the date hereof, Grantor owns any registered Copyrights not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Copyrights, then the Grantor shall, within ten (10) days of Grantor determining or receiving written notice from Secured Party that **Exhibit A** ceases to reflect accurately such existence or status, provide written notice to Secured Party with a replacement **Exhibit A**, which upon acceptance by Secured Party shall become part of this Agreement.

(e) Title; Approvals; Compliance. As of the date hereof, Grantor is (and as to Collateral that the Grantor may acquire after the date hereof, on the date of such acquisition, will be) the lawful owner of the Collateral, and the Collateral and each item thereof is, will be and shall at all times this Agreement remains in effect continue to be free of all restrictions, liens, encumbrances or other rights, title or interests (other than the security interest granted to the Administrative Agent herein and permitted liens set forth on **Exhibit B** attached hereto, and made a part hereof ("Permitted Liens")). The Grantor has and will have full power and authority to grant to the Administrative Agent a security interest in the Collateral that is junior only to the Permitted



Liens, and the Grantor has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted any security interest in (other than the Permitted Liens), and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect to Inventory), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of the Grantor's right, title or interest therein), to any person other than the Administrative Agent. The Collateral is and will be valid and genuine in all respects. The Grantor hereby warrants and covenants to defend the Administrative Agent's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

(f) No Sale. The Grantor will not assign, transfer, encumber, or otherwise dispose of all or any portion of the Collateral, or any interest therein, without Secured Party's prior written consent, except for Permitted Licenses and Permitted Liens.

(g) Defense. The Grantor will, at its own expense, protect and defend the Material Collateral against all claims or demands of all persons claiming any interest therein adverse to the Secured Party other than Permitted Liens.

(h) Maintenance; Use.

(i) The Grantor will, at its own expense, maintain the Material Collateral, including (but not limited to) filing applications to obtain letters patent or trademark registrations and affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations, trade dress registrations, and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any portion of the Material Collateral nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (A) sufficient written notice, of at least ten (10) days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Material Collateral, or to file any affidavit or renewal with respect thereto, and (B) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(ii) Grantors will continue to use for the duration of this Agreement, standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights consistent with their current business operations as of the date of this Agreement.

(iii) Grantors will continue to use for the duration of this Agreement, reasonable proper statutory notice in connection with its use of the Patents, Trademarks, and Copyrights;

(i) Secured Party's Right to Take Action. If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, or Grantor notifies Secured Party that it intends to abandon a Patent, Copyright, or Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place, and stead of the Grantor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Grantor shall pay Secured Party on written demand the amount of all moneys expended and all reasonable and documented costs and expenses (including reasonable outside attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under this Section 3 or exercising its rights hereunder.

(k) Absolute Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall, upon written demand, execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Secured Party.

(l) Power of Attorney. For purposes of, and to facilitate Secured Party's taking action and exercising its rights hereunder and to accomplish the purposes of this Agreement, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse, or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings (i) required to be obtained, executed, delivered or endorsed by Grantor hereunder to the extent the Grantor has failed to take such action, or (ii) necessary for Secured Party, upon the occurrence and during the continuance of an Event of Default, to maintain, prosecute, enforce or use the Collateral or to grant or issue any exclusive or non-exclusive license in all or any portion of the Collateral to any third party, or to sell, assign, transfer, pledge, encumber, or otherwise transfer title in or dispose of all or any portion of the Collateral to any third party. Without limiting the foregoing, such authority of the Secured Party includes the following:

(i) To execute, file and pursue (in the sole discretion of Secured Party without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Secured Party's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (A) any financing statement, any continuation statement or any amendment thereto, and (B) any document in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Secured Party will not take any actions which result in an assignment or transfer of title of the Collateral to Secured Party;

(ii) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Collateral without the signature of Grantor unless prohibited by applicable law; and

(iii) Upon the occurrence and during the continuation of an Event of Default, to (A) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Collateral, and (B) take any other actions with respect to the Collateral as Secured Party deems to be in the best interest of Secured Party in its reasonable discretion.

Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations have been unconditionally and indefeasibly paid or performed in full. Except where prior notice is expressly required by the terms of this Agreement, the Secured Party shall use commercially reasonable efforts to provide notice to the Grantor prior to taking any action taken in this Section 3(l), provided that failure to deliver such notice shall not limit the Secured Party's right to take such action or the validity of any such action.

**4. Grantor's Use of the Collateral.** During all periods an Event of Default is not existing, and subject to the terms and restrictions set forth in this Agreement, Grantor shall be permitted to control and manage the Collateral in accordance with commercially reasonable business practices, including the right to exclude others from making, using, or selling items covered by the Collateral and any licenses thereunder.

**5. Requested Recordation.** Grantor hereby authorizes, and Secured Party shall request, at Secured Party's discretion, that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Agreement is submitted) file and record a short form of this Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the Patents, Copyrights and Trademarks.

**6. Events of Default.** The occurrence of a defined "Event of Default" under the Loan Documents shall constitute an "Event of Default" hereunder.

**7. Remedies.**

(a) Upon the occurrence and during the continuance of an Event of Default, Secured Party may (at its option) take any or all of the following actions: (i) declare all Obligations secured hereby immediately due and payable without presentment or demand or any notice to Grantor, (ii) Secured Party may, with or without notice to Grantor, exercise any or all remedies available under the Obligations, in applicable law or at equity, including without limitation any and all remedies as secured party under the UCC; (iii) Secured Party may sell, assign, transfer, pledge, encumber, or otherwise dispose of the Collateral; and (iv) Secured Party may enforce the Patents, Copyrights, and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Grantor shall (at the request of Secured Party) do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

(b) All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) Secured Party shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

**8. Right of Setoff.** Upon the occurrence and continuation of an Event of Default, the Secured Party shall have the right from time to time, without notice to Grantor, to set off against and apply to such due and payable amount any obligation of any nature of Secured Party, or any subsidiary or affiliate of Secured Party, to Grantor. Such right shall be absolute and unconditional

in all circumstances and, without limitation, shall exist whether or not Secured Party shall have given any notice or made any demand under this Agreement or under such obligation to the Grantor, whether such obligation to the Grantor is absolute or contingent, matured or unmatured (it being agreed that the Secured Party may deem such obligation to be then due and payable at the time of such setoff), and regardless of the existence or adequacy of any collateral, guaranty, or other direct or indirect security or right or remedy available to the Secured Party. The rights of the Secured Party under this Section are in addition to such other rights and remedies (including other rights of setoff) which Secured Party may have, and nothing in this Agreement or in any other Loan Document shall be deemed a waiver of or restriction on the right of setoff of Secured Party. Grantor hereby agrees that, to the fullest extent permitted by Law, any affiliate or subsidiary of Secured Party and any holder of a participation in any obligation of Grantor, shall have the same rights of setoff as Secured Party as provided in this Section (regardless whether such affiliate or participant otherwise would be deemed a creditor of the Grantor).

9. **Termination.** The Secured Party shall, in connection with any termination or release under the Loan Documents, execute and deliver to the Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Collateral granted pursuant to this Agreement. Additionally, the Secured Party shall reasonably cooperate with any efforts made by the Grantor to make record of or otherwise confirm such release.

10. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by Secured Party and Grantor, and the Security Interest can be released only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. This Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective participants, successors, and assigns and this Agreement shall take effect when signed by Grantor and delivered to Secured Party, and Grantor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic ("pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes a Loan Document, as referred to in the Administrative Agent Agreement, the terms of which are incorporated herein by reference, including without limitation, the provisions pertaining to indemnification, notices and governing law.


*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Intellectual Property Security Agreement as of the date written above.

**GRANTOR:**

**HEALTHPOINTE SOLUTIONS, INC.**

a Delaware corporation

By: \_\_\_\_\_

Print Name: Mark Anderson

Title: President

**SECURED PARTY:**

**HPS ADMIN LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Print Name: Abe Burger

Title: Managing Member

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Intellectual Property Security Agreement as of the date written above.

**GRANTOR:**

**HEALTHPOINTE SOLUTIONS, INC.**

a Delaware corporation

By: \_\_\_\_\_

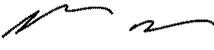
Print Name: Mark Anderson

Title: President

**SECURED PARTY:**

**HPS ADMIN LLC**

a Delaware limited liability company

By:  \_\_\_\_\_

Print Name: Abe Burger

Title: Managing Member

**EXHIBIT A**  
**PATENTS**

**Patent Registrations and Applications:**

Patent Title	Patent Publication/ Application No.	Type	Filing Date	Issue Date	Assignee / Applicant	Status
1 System and Method for Recommending Items in Conversational Streams	PCT/US19/55619 (WO 2020/077082)	PCT	10/10/2019	N/A	Healthpointe Solutions, Inc.	Expired
	17/283,513 (2021/0398671)	UTL	4/7/2021	N/A	Healthpointe Solutions, Inc.	Pending
	62/805,109	PRV	2/13/2019	N/A	Healthpointe Solutions, Inc.	Expired
	62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired
2 System and Method for Answering Natural Language Questions Posed by a User	PCT/US19/55617 (WO 2020/077080)	PCT	10/10/2019	N/A	Healthpointe Solutions, Inc.	Expired
	17/671,604 (2022/0171944)	UTL	2/17/2022	N/A	Healthpointe Solutions, Inc.	Pending
	16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented

	11,263,405					
	62/801,777	PRV	2/6/2019	N/A	Healthpointe Solutions, Inc.	Expired
	62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired
3	PCT/US19/55615 (WO 2020/077079)	PCT	10/10/2019	N/A	Healthpointe Solutions, Inc.	Expired
	17/283,488 (2021/0398670)	UTL	4/7/2021	N/A	Healthpointe Solutions, Inc.	Pending
	62/800,289	PRV	2/1/2019	N/A	Healthpointe Solutions, Inc.	Expired
	62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired
4	PCT/US19/55614 (WO 2020/077078)	PCT	10/10/2019	N/A	Healthpointe Solutions, Inc.	Expired
	17/283,487 (2021/0398658)	UTL	4/7/2021	N/A	Healthpointe Solutions, Inc.	Pending
	62/785,090	PRV	12/26/2018	N/A	Healthpointe Solutions, Inc.	Expired
	62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired



5	System and Method for Using a Blockchain to Manage Medical Transactions Between Entities in a Healthcare Ecosystem	PCT/US20/33284 (WO 2020/232411)	PCT	5/15/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/611,476 (2022/0245637)	UTL	11/15/2021	N/A	Healthpointe Solutions, Inc.	Pending
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
6	System and Method for Using a Blockchain to Manage Knowledge in a Healthcare Ecosystem	62/849,075	PRV	5/16/2019	N/A	Healthpointe Solutions, Inc.	Expired
		PCT/US20/33634 (WO 2020/236832)	PCT	5/19/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/611,524 (2022/0245355)	UTL	11/15/2021	N/A	Healthpointe Solutions, Inc.	Pending
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
		62/852,051	PRV	5/23/2019	N/A	Healthpointe Solutions, Inc.	Expired
		62/801,777	PRV	2/6/2019	N/A	Healthpointe Solutions, Inc.	Expired

		62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired
7	System and Method for Cognifying Unstructured Data	PCT/US20/47477 (WO 2021/041239)	PCT	8/21/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/638,104 (2022/0300832)	UTL	2/24/2022	N/A	Healthpointe Solutions, Inc.	Pending
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
		62/891,712	PRV	8/26/2019	N/A	Healthpointe Solutions, Inc.	Expired
8	System and Method for Defining a User Experience of Medical Data Systems Through a Knowledge Graph	PCT/US20/47480 (WO 2021/041241)	PCT	8/21/2020	N/A	Healthpointe Solutions, Inc.	Expired
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
		17/638,131 (2022/0375622)	UTL	2/24/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/891,677	PRV	8/26/2019	N/A	Healthpointe Solutions, Inc.	Expired

9	System and Method for Diagnosing Disease through Cognification of Unstructured Data	PCT/US20/47482 (WO 2021/041243)	PCT	8/21/2020	N/A	Healthpointe Solutions, Inc.	Expired
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
		17/638,148 (2022/0300713)	UTL	2/24/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/891,661	PRV	8/26/2019	N/A	Healthpointe Solutions, Inc.	Expired
10	System and Method for an Autonomous Multipurpose Application for Scheduling, Check-in, and Education	PCT/US20/50152 (WO 2021/055228)	PCT	9/10/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/761,346 (2022/0343081)	UTL	3/17/2022	N/A	Healthpointe Solutions, Inc.	Pending
		16/593,491 (2020/0117857)	UTL	10/4/2019	3/1/2022	Healthpointe Solutions, Inc.	Patented
		11,263,405					
		62/902,638	PRV	9/19/2019	N/A	Healthpointe Solutions, Inc.	Expired
		62/801,777	PRV	2/6/2019	N/A	Healthpointe Solutions, Inc.	Expired

		62/743,985	PRV	10/10/2018	N/A	Healthpointe Solutions, Inc.	Expired
11	System and Method for Steering Care Plan Actions by Detecting Tone, Emotion, and/or Health Outcome	PCT/US20/54613 (WO 2021/071971)	PCT	10/7/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/768,111 (2024/0087700)	UTL	4/11/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/914,227	PRV	10/11/2019	N/A	Healthpointe Solutions, Inc.	Expired
12	System and Method for Creating Automatic Care Plans Through Graph Projections on Curated Medical Knowledge	PCT/US20/54611 (WO 2021/071969)	PCT	10/7/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/768,109 (2024/0086366)	UTL	4/11/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/914,217	PRV	10/11/2019	N/A	Healthpointe Solutions, Inc.	Expired
13	System and Method for a Clinic Viewer Generated Using Artificial-Intelligence	PCT/US20/56112 (WO 2021/080877)	PCT	10/16/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/770,385 (2022/0384001)	UTL	4/20/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/924,894	PRV	10/23/2019	N/A	Healthpointe Solutions, Inc.	Expired

14	Cloud-Based Healthcare Platform	PCT/US20/58378 (WO 2021/087370)	PCT	10/30/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/773,224 (2022/0391270)	UTL	4/29/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/928,738	PRV	10/31/2019	N/A	Healthpointe Solutions, Inc.	Expired
15	Patient Viewer Customized with Curated Medical Knowledge	PCT/US20/58303 (WO 2021/087320)	PCT	10/30/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/773,208 (2022/0384003)	UTL	4/29/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/928,568	PRV	10/31/2019	N/A	Healthpointe Solutions, Inc.	Expired
16	Performing Mapping Operations to Perform an Intervention	PCT/US20/58298 (WO 2021/087317)	PCT	10/30/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/773,230 (2022/0384052)	UTL	4/29/2022	N/A	Healthpointe Solutions, Inc.	Pending
		62/928,220	PRV	10/20/2019	N/A	Healthpointe Solutions, Inc.	Expired
17		PCT/US20/58296 (WO 2021/087316)	PCT	10/30/2020	N/A	Healthpointe Solutions, Inc.	Expired

Health Related Data Management of a Population	17/773,254 (2022/0367054)	UTL	4/29/2022	N/A	Healthpointe Solutions, Inc.	Pending
	62/928,208	PRV	10/30/2019	N/A	Healthpointe Solutions, Inc.	Expired
18 System and Method for an Administrator Viewer Using Artificial Intelligence	PCT/US20/58017 (WO 2021/087148)	PCT	10/29/2020	N/A	Healthpointe Solutions, Inc.	Expired
	17/773,148 (2022/0391730)	UTL	4/29/2022	N/A	Healthpointe Solutions, Inc.	Pending
	62/927,468	PRV	10/29/2019	N/A	Healthpointe Solutions, Inc.	Expired
19 Image and Information Extraction to Make Decisions Using Curated Medical Knowledge	PCT/US20/57771 (WO 2021/086988)	PCT	10/28/2020	N/A	Healthpointe Solutions, Inc.	Expired
	17/772,961 (2023/0082381)	UTL	4/28/2022	N/A	Healthpointe Solutions, Inc.	Pending
	62/927,346	PRV	10/29/2019	N/A	Healthpointe Solutions, Inc.	Expired
20 System and Method for Determining and Presenting Clinical Answers	62/955,898	PRV	12/31/2019	N/A	Healthpointe Solutions, Inc.	Expired
	17/790,428 (2023/0043543)	UTL	6/30/2022	N/A	Healthpointe Solutions, Inc.	Pending

		PCT/US20/64080 (WO 2021/138013)	PCT	12/9/2020	N/A	Healthpointe Solutions, Inc.	Expired
21	Generating a Registry of People Using a Criteria and Performing an Action for the Registry of People	62/957,635	PRV	1/6/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/790,929 (2023/0033160)	UTL	7/5/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US20/65334 (WO 2021/141744)	PCT	12/16/2020	N/A	Healthpointe Solutions, Inc.	Expired
22	Generating Clustered Event Episode Bundles for Presentation and Action	62/957,673	PRV	1/6/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/790,920 (2023/0029678)	UTL	7/5/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US20/65331 (WO 2021/141743)	PCT	12/16/2020	N/A	Healthpointe Solutions, Inc.	Expired
23	System and Method for Dynamic Goal Management in Care Plan	62/964,552	PRV	1/22/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/794,185 (2023/0047253)	UTL	7/20/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/14180 (WO 2021/150607)	PCT	1/20/2021	N/A	Healthpointe Solutions, Inc.	Expired

24	System and Method for Autonomously Generating Personalized Care Plans	62/964,545	PRV	1/22/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/794,177 (2023/0052573)	UTL	7/20/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/14195 (WO 2021/150617)	PCT	1/20/2021	N/A	Healthpointe Solutions, Inc.	Expired
25	Systems and Methods for Dynamic Charting	62/964,502	PRV	1/22/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/794,174 (2023/0052022)	UTL	7/20/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/14353 (WO 2021/150707)	PCT	1/21/2021	N/A	Healthpointe Solutions, Inc.	Expired
26	Systems and Methods for Using a Distributed Ledger to Manage Knowledge in a Healthcare Ecosystem	62/984,062	PRV	3/2/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/905,112 (2023/0360779)	US	8/26/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/17245 (WO 2021/178112)	PCT	2/9/2021	N/A	Healthpointe Solutions, Inc.	Expired
27	Cognitive Agency and Patient Portal to Evaluate	63/010,566	PRV	4/15/2020	N/A	Healthpointe Solutions, Inc.	Expired




	a Comprehensive Clinical Risk Profile of Infectious Disease in Real-Time Based on Patient Interactions and Performing Actions	17/966,766	UTL	10/14/2022	N/A	Healthpointe Solutions, Inc.	Pending
		(2023/0115939)					
		PCT/US21/27326 (WO 2021/211739)	PCT	4/14/2021	N/A	Healthpointe Solutions, Inc.	Expired
28	Tracking Infectious Disease Using a Comprehensive Clinical Risk Profile and Performing Actions in Real-Time via a Clinic Portal	63/010,586	PRV	4/15/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/966,723 (2023/0343460)	UTL	10/14/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/27429 (WO 2021/211804)	PCT	4/15/2021	N/A	Healthpointe Solutions, Inc.	Expired
29	Method to Provide on Demand Verifiability of a Medical Metric for a Patient Using a Distributed Ledger	63/019,117	PRV	5/1/2020	N/A	Healthpointe Solutions, Inc.	Expired
		PCT/US21/28194 (WO 2021/221957)	PCT	4/20/2021	N/A	Healthpointe Solutions, Inc.	Expired
30	Method to Build a Trust Chain of Testing or Dispensation of Medical Consultation in a Medical Network	63/019,136	PRV	5/1/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/922,546 (2023/0170079)	UTL	10/31/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/28219 (WO 2021/221960)	PCT	4/20/2021	N/A	Healthpointe Solutions, Inc.	Expired

31	System & Method to Detect Fraudulent or Abusive Behavior as Part of Medical Record and Medication Management	63/018,803	PRV	5/1/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/922,544 (2023/0177502)	UTL	10/31/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/28214 (WO 2021/221959)	PCT	4/20/2021	N/A	Healthpointe Solutions, Inc.	Expired
32	Method for Controlled and Trust-Aware Contact Tracing with Active Involvement of Contact Actors	63/022,261	PRV	5/8/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/924,102 (2023/0187036)	UTL	11/8/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/28216 (WO 2021/225780)	PCT	4/20/2021	N/A	Healthpointe Solutions, Inc.	Expired
33	Method and System for Detection of Waste, Fraud, and Abuse in Information Access Using Cognitive Artificial Intelligence	63/027,559	PRV	5/20/2020	N/A	Healthpointe Solutions, Inc.	Expired
		17/926,968 (2023/0197218)	UTL	11/21/2022	N/A	Healthpointe Solutions, Inc.	Pending
		PCT/US21/32769 (WO 2021/326520)	PCT	5/17/2021	N/A	Healthpointe Solutions, Inc.	Expired
34	Artificial Intelligence for Determining a Patient's	18/553,314 (2024/0120057)	UTL	9/29/2023	N/A	Healthpointe Solutions, Inc.	Pending

Disease Progression Level to Generate a Treatment Plan	PCT/US2022/022919 (WO 2022/212765)					
	17/674,604 (2022/0171944)	UTL	2/17/2022	N/A	Healthpointe Solutions, Inc.	Pending
	63/168,855	PRV	3/31/2021	N/A	Healthpointe Solutions, Inc.	Expired
35 Electronic Health Records Reader	18/271,798 (2024/0062858)	UTL	7/11/2023	N/A	Healthpointe Solutions, Inc.	Pending
	PCT/US2022/011930 (WO 2022/150748)	PCT	1/11/2022	N/A	Healthpointe Solutions, Inc.	Expired
	63/135,792	PRV	1/11/2021	N/A	Healthpointe Solutions, Inc.	Expired
36 Determining the Effectiveness of a Treatment Plan for a Patient Based on Electronic Medical Records	18/271,803 (2024/0062859)	UTL	7/11/2023	N/A	Healthpointe Solutions, Inc.	Pending
	PCT/US2022/011979 (WO 2022/150765)	PCT	1/11/2022	N/A	Healthpointe Solutions, Inc.	Expired
	63/135,975	PRV	1/11/2021	N/A	Healthpointe Solutions, Inc.	Expired

**TRADEMARKS**

**Trademark Registrations and Applications**

Mark	Application Registration Number	Status	Goods and Services	Owner Name
	App 88246926 Reg 6531225	Registered	INT. CL. 9 DOWNLOADABLE COMPUTER SOFTWARE PLATFORMS FOR CREATING SEARCHABLE DATABASES OF INFORMATION AND DATA IN THE NATURE OF A KNOWLEDGE DATABASE; ARTIFICIAL INTELLIGENCE, AND INFORMATION MODELING, FOR USE IN POPULATION AND DIGITAL HEALTH INTERACTIONS IN THE FIELDS OF SECURITY, INTELLIGENT SEARCHING, INFORMATION EXTRACTION, LANGUAGE PROCESSING, MACHINE LEARNING AND INTELLIGENCE ANALYSIS INT. CL. 42 PROVIDING AN ONLINE, NON-DOWNLOADABLE COMPUTER SOFTWARE LIBRARY IN THE NATURE OF SOFTWARE APPLICATIONS FEATURING INTEROPERABLE COGNITIVE OR ARTIFICIAL INTELLIGENCE ENABLED MOBILE DEVICES AND ROBOTIC AGENTS FOR USE IN POPULATION AND DIGITAL HEALTH INTERACTIONS USED IN THE FIELDS OF HEALTHCARE, WELLNESS, BENEFITS PROGRAMS, EMPLOYEE PRODUCTIVITY, AND HEALTH AND	HEALTHPOINTE SOLUTIONS, INC. (Delaware corporation) 12600 Hill Country Blvd., Suite 275 Austin, Texas 78738

			WELLNESS RISK MANAGEMENT; PRODUCT RESEARCH IN THE FIELDS OF ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING; COMPUTER PROGRAMMING SERVICES, NAMELY, USING NATURAL LANGUAGE PROCESSING TO GENERATE SEMANTIC DATA FORMATTED TO SUPPORT REASONING BY MACHINES AND BY ARTIFICIAL INTELLIGENCE SYSTEMS; PROVIDING TEMPORARY USE OF NON-DOWNLOADABLE COMPUTER SOFTWARE PLATFORMS FOR CREATING SEARCHABLE DATABASES OF INFORMATION AND DATA IN THE NATURE OF A KNOWLEDGE DATABASE, ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING FOR USE IN POPULATION AND DIGITAL HEALTH INTERACTIONS IN THE FIELDS OF HEALTHCARE, WELLNESS, BENEFITS PROGRAMS, EMPLOYEE PRODUCTIVITY, AND HEALTH AND WELLNESS RISK MANAGEMENT; PRODUCT RESEARCH IN THE FIELDS OF ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING	
HealthPointe	App 87667917	Abandoned FILED AS USE	INT. CL. 42 APPLICATION SERVICE PROVIDER, NAMELY, HOSTING, MANAGING, DEVELOPING, ANALYZING, AND MAINTAINING APPLICATIONS, SOFTWARE, AND WEB SITES, OF OTHERS IN THE FIELDS OF HEALTHCARE, BENEFITS PROGRAMS, EMPLOYEE PRODUCTIVITY, RISK MANAGEMENT	HEALTHPOINTE SOLUTIONS, INC. DBA HEALTHPOINTE SOLUTIONS, INC. (Delaware corporation) 1207 Bell Springs Road Austin, Texas 78620
LUCID	App 87921847 Reg 5665559	Registered	INT. CL. 42 PRODUCT RESEARCH IN THE FIELDS OF ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING; COMPUTER SERVICES, NAMELY, COMPUTER SOFTWARE DEVELOPMENT	HEALTHPOINTE SOLUTIONS, INC. (Delaware corporation) 17875 Von Karmann Avenue, Building A, Suite 150 Irvine, California 92614

			USING NATURAL LANGUAGE PROCESSING TO GENERATE SEMANTIC DATA FORMATTED TO SUPPORT REASONING BY MACHINES AND BY ARTIFICIAL INTELLIGENCE SYSTEMS; PROVIDING TEMPORARY USE OF NONDOWNLOADABLE COMPUTER SOFTWARE FEATURING A DATABASE OF INFORMATION ABOUT ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING FOR USE IN THE FIELDS OF SECURITY, INTELLIGENT SEARCHING, INFORMATION EXTRACTION, LANGUAGE PROCESSING, MACHINE LEARNING AND INTELLIGENCE ANALYSIS	
LUCID	App 87921928 Reg 5665561	Registered	INT. CL. 35 BUSINESS CONSULTATION IN THE FIELD OF ARTIFICIAL INTELLIGENCE	HEALTHPOINTE SOLUTIONS, INC. (Delaware corporation) 17875 Von Karman Avenue, Building A, Suite 150 Irvine, California 92614
LUCID	App 87921995 Reg 5665563	Registered	INT. CL. 9 COMPUTER SOFTWARE FEATURING A DATABASE OF INFORMATION ABOUT ARTIFICIAL INTELLIGENCE AND INFORMATION MODELING FOR USE IN THE FIELDS OF SECURITY, INTELLIGENT SEARCHING, INFORMATION EXTRACTION, LANGUAGE PROCESSING, MACHINE LEARNING AND INTELLIGENCE ANALYSIS	HEALTHPOINTE SOLUTIONS, INC. (Delaware corporation) 17875 Von Karman Avenue, Building A, Suite 150 Irvine, California 92614

**Registered Trade Dress**

None.

**Trade Dress Applications**

None.



**COPYRIGHTS**

**Copyright Registrations**

<b>Country</b>		<b>Reg. No.</b>	<b>Title</b>	<b>Registration Date</b>

**Copyright Applications**

None.

**PATENT**

**REEL: 067462 FRAME: 0720**



**EXHIBIT B**  
**PERMITTED LIENS**

1. Lien filed by Cove Funding LP as recorded in the State of Delaware as UCC-1 Financing Statement #20235760516.
2. Liens filed Marcy and Jorge Barba as recorded in the State of Delaware as UCC-1 Amended Financing Statement #20211062750 and the State of Texas Judgment Lien #2020210159.