

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abartyst Health LLC		06/06/2019	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Parliament Capital Series I, LLC		
Street Address:	221 Ponce de Leon Avenue Suite 801		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00917		
Entity Type:	Corporation: PUERTO RICO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87588124	CLINICLYNK	
Serial Number:	87565197	MYHEALTHLYNK	
Registration Number:	5417921	INSURELYNK	
Registration Number:	5417915	ABARTYS HEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7877667000		
Email:	trademarksca@ferraiuoli.com		
Correspondent Name:	Cristina Arenas		
Address Line 1:	221 Ponce de Leon Avenue, 5th Floor		
Address Line 4:	San Juan, PUERTO RICO 00917		
ATTORNEY DOCKET NUMBER:	1893.20		
NAME OF SUBMITTER:	Cristina Arenas		
SIGNATURE:	/cas/		
DATE SIGNED:	06/10/2019		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT, PLEDGE AND ASSIGNMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT, PLEDGE AND ASSIGNMENT** (this "Agreement"), dated as of the 6th day of June, 2019, entered into by **ABARTYS HEALTH LLC**, a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico ("Company"), in favor of **PARLIAMENT CAPITAL SERIES I, LLC – SERIES A**, a series of a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico (the "Lender"), which appears for itself and as Collateral Agent for any other holders of the Senior Preferred Stock.

WITNESSETH:

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WHEREAS, the Company and the Lender have entered into that certain Promissory Note of even date herewith (as the same may be amended or otherwise modified from time to time, the "Note") pursuant to which Lender has loaned to the Company One Hundred Twenty Thousand Dollars (\$120,000).

WHEREAS, the execution and delivery of this Agreement by Company is a condition precedent to the effectiveness of the agreements under the Note.

NOW, THEREFORE, in consideration of the premises and the agreements herein, Company hereby agrees with the Lender, as follows:

Section 1. **Definitions**. Reference is hereby made to the Note for a statement of the terms thereof. All capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Note.

Section 2. **Pledge, Assignment and Grant of Security**. The Company hereby assigns and pledges to the Lender, and hereby grants to the Lender a security interest in, all of the Company's right, title and interest in and to the following, whether now owned or hereafter acquired by the Company, to the extent assignable (collectively, the "Collateral"):

(i) (A) all United States, Puerto Rico and foreign trademarks, service marks, fictitious business names, trade styles, trade or commercial names, logos or business identifiers now owned or hereafter adopted or acquired by the Company, all registrations and recordings thereof and all applications for registration and recording thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, the Commonwealth of Puerto Rico, or any other country, political subdivision or territory thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to §1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under §1(c) of said Act has been filed) (collectively, the "Trademarks"), together with the goodwill of the business(es) connected with the use of, and symbolized by, the Trademarks; all United States, Puerto Rico and foreign copyrights, computer programs and software owned or hereafter adopted or acquired by the Company, all registrations and recordings thereof and all applications for registration and recording thereof in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, the Commonwealth of Puerto Rico, or any other country, political subdivision or territory thereof, all renewals, extensions, and continuations-in-part of the foregoing (collectively, the "Copyrights"); all United States, Puerto Rico and foreign patents, patentable inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology, computer programs and software and applications and patents in any jurisdiction pertaining to the foregoing, now owned or hereafter adopted or acquired by the Company, all registrations and recordings thereof and all applications for registration and recording thereof in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, the Commonwealth of Puerto Rico, or any other country, political subdivision or territory thereof (collectively, the "Patents"); all trade secrets, including confidential and other non-public information, and the right in any

jurisdiction to limit the use or disclosure thereof; all databases and database rights; all internet web sites, domain names and applications and registrations pertaining thereto (collectively, the "Trade Secrets"); all income, royalties, damages, and payments now and hereafter due and/or thereunder and with respect thereto, including damages, claims, and payments for past or future infringement thereof and the right to sue for past, present, and future infringements of any and all of the foregoing; (B) all licenses, whether the Company's interest be that of licensor or licensee thereunder, of any of the items described in clause (A) above (collectively, the "Licenses" and together with Trademarks, Copyrights, Patents, and the Trade Secrets, collectively, the "Intellectual Property"); and (C) to the extent not included in clauses (A) and (B) above, any and all rights of the Company to payment under licenses of the Intellectual Property and all contract rights and rights as a judgment creditor arising out of enforcement of rights under the Intellectual Property (collectively, the "Intellectual Property Collateral"). Without limiting the generality of the foregoing, the Intellectual Property Collateral, should include, but is not limited to the Intellectual Property Rights more specifically described in Schedule I, attached hereto and made a part hereof.

The assignment of any Collateral shall not be deemed to constitute an absolute assignment, but an assignment as collateral security for the Obligations (as hereinafter defined). The parties hereto agree that those agreements that constitute a part of the Collateral, which by the terms thereof may not be assigned by the Company without the prior consent of the other parties thereto, shall not be deemed to have been assigned pursuant hereto and shall not be included within the Collateral until such time as all required consents to the assignment contemplated hereunder have been duly obtained, it being understood and agreed that the Company will in good faith use reasonable efforts to obtain such consent for the assignment and creation of a security interest, in favor of the Lender in the Company's right, title and interest in such Collateral.

The obligations of the Company under this Agreement and the assignment, pledge and security interest granted by the Company in favor of the Lender hereunder are in addition to and not in substitution of the obligations of the Company under the Note.

Section 3. Security for Obligations. This Agreement secures the indefeasible payment in full in cash and the performance of all obligations of every kind and character now or hereafter existing (whether matured or unmatured, contingent or liquidated) of the Company under the Note and this Agreement, in each case as each of such agreements or instruments may hereafter be amended, restated, extended or otherwise modified from time to time, after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding, relating to Company), fees, expenses, fixed or variable amounts, reimbursement, indemnification or otherwise (all such obligations being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Company to the Lender under the Note and the other Transaction Documents, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar case or proceeding involving Company.

Section 4. Company Remains Liable. Nothing set forth in this Agreement (i) shall relieve the Company from the performance of any term, covenant, condition or agreement on the Company's part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or (ii) shall impose any obligation on the Lender to perform or observe any such term, covenant, condition or agreement on the Company's part to be so performed or observed or (iii) shall impose any liability on the Lender for any act or omission on the part of the Company relating thereto or for any breach of any representation or warranty on the part of the Company contained in this Agreement or the Note or under or in respect of the Collateral or made in connection herewith or therewith. The exercise by the Lender of any of the rights hereunder shall not release the Company from any of its duties or obligations under the Collateral, and the Lender shall not have any obligation or liability under the Collateral by reason of this Agreement, nor shall the Lender be obligated to take any action to collect or enforce any claim for payment

assigned hereunder. The obligations of the Company contained in this Section 4 shall survive the termination of this Agreement and the discharge of the Obligations of the Company under this Agreement and the Note.

Section 5. **Representations, Warranties and Covenants.** The Company represents, warrants and covenants to the Lender as follows:

(a) Upon the completion of the deliveries, filings and other actions contemplated in Section 6 hereof, the pledge, assignment and security interest granted to the Lender pursuant to this Agreement in and to the Collateral will constitute a perfected security interest therein, superior and prior to the rights of all other Persons therein.

(b) The Company is, as of the date hereof, and, as to Collateral acquired by it from time to time after the date hereof, the Company will be, the sole, direct legal and beneficial owner of all Collateral pledged by it hereunder free from any Lien or other right, title or interest of any Person, and the Company shall defend the Collateral pledged by it hereunder against all claims and demands of all Persons at any time claiming any interest therein adverse to the Lender. There is no agreement, and the Company shall not enter into any agreement or take any other action, that would result in the imposition of any other Lien, restrict the transferability of any of the Collateral or otherwise impair or conflict with the Company's obligations or the rights of the Lender hereunder except to the extent expressly permitted by the Note.

(c) There is no financing statement (or similar statement or instrument or registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Collateral, and so long as any of the Obligations remain unpaid, the Company shall not execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to any Collateral, except (i) financing statements filed or to be filed in respect of and covering the security interests granted by the Company in favor of the Lender pursuant to this Agreement and (ii) Permitted Liens.

(d) The chief executive office and the principal place of business, are located at the addresses indicated in Schedule II hereto. The Company shall not move its chief executive office or principal place of business to any location other than those listed on Schedule II (except to such new location as the Company may establish in accordance with the last sentence of this subsection). All tangible evidence of all Collateral and the only original books of account and records of the Company relating thereto are, and will continue to be, kept at such chief executive office, or at such new location for such chief executive office as the Company may establish in accordance with the last sentence of this subsection. The Company shall not establish a new location for its chief executive office or principal place of business other than those listed on Schedule II, or change its name, identity or organizational structure except in accordance with the provisions of the Note.

(e) The Company owns or has rights to use all the Collateral pledged by it hereunder and all rights with respect to any of the foregoing used in, necessary for, or material to the Company's business as currently conducted and as contemplated to be conducted pursuant to the Note; the use by the Company of such Collateral, and all such rights with respect to the foregoing, do not infringe on the rights of any Person in a manner that would reasonably be likely to have a Material Adverse Effect. No claim has been made and remains outstanding that the Company's use of any Collateral does or may violate the rights of any Person to the extent that such claim, if it were determined in favor of the claimant, would reasonably be likely to have a Material Adverse Effect.

(f) All information set forth herein, including the schedules and annexes attached hereto, and all information contained in any documents, schedules and lists heretofore delivered to the Lender in connection with this Agreement, in each case relating to the Collateral, is accurate and complete in all material respects.

The Collateral described on the schedules attached hereto constitutes all of the property of such type of Collateral owned or held by the Company.

(g) The Company shall in good faith use its reasonable best efforts to prevent the infringement, counterfeiting or other diminution in value of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement unless the Company has determined that such Intellectual Property Collateral that is the subject to any pending or contemplated infringement or enforcement action or proceeding does not contain or represent sufficient value or utility (consistent with prudent business practice) to reasonably justify the burdens of taking the actions required under this clause (g).

(h) The Company shall not (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral pledged by it hereunder except as expressly permitted by the Note, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral pledged by it hereunder, other than Permitted Liens.

Section 6. Perfection; Supplements; Further Assurances.

(a) All certificates or instruments representing or evidencing any Collateral, to the extent not previously delivered to the Lender, shall immediately upon receipt thereof by the Company be delivered to and held by or on behalf of the Lender pursuant hereto.

(b) The Company agrees that at any time and from time to time, it will execute and, at the sole cost and expense of the Company file and refile, or permit the Lender to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in form and substance acceptable to the Lender, in such offices as the Lender may reasonably deem necessary or appropriate in order to perfect, continue and maintain a valid, enforceable, first priority Lien in the Collateral and to preserve the other rights and interests granted to the Lender hereunder with respect to any Collateral. The Company authorizes the Lender to file any such financing or continuation statement or other document without the signature of the Company where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Company hereby further agrees that the Lender may make filings with the United States Patent and Trademark Office, the Trademark Division of the Puerto Rico Department of State and the United States Copyright Office (or any successor office or any similar office) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company in the Intellectual Property.

(d) The Company agrees to do such further acts and things, and to execute and deliver to the Lender such additional assignments, agreements, supplements, powers and instruments, as the Lender may reasonably deem necessary or appropriate in order to perfect, preserve and protect the security interest in the Collateral as provided herein and the rights and interests granted to the Lender hereunder, to carry into effect the purposes of this Agreement or better to assure and confirm unto the Lender or permit the Lender to exercise and enforce its respective rights, powers and remedies hereunder with respect to any Collateral. Without limiting the foregoing, the Company shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Lender from time to time such lists, descriptions and designations of the Collateral, copies of warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports, and other assurances or instruments, as the Lender may reasonably request. From and after the occurrence and during the continuance of an Event

of Default, the Lender may institute and maintain, in its own name or in the name of the Company, such suits and proceedings as the Lender may be advised by counsel shall be reasonably necessary or expedient to prevent any impairment of the security interest in or perfection of the Collateral. All of the foregoing shall be at the sole cost and expense of the Company.

Section 7. **Lender Appointed Attorney-in-Fact.** The Company hereby irrevocably appoints the Lender as the Company's attorney-in-fact and proxy, with full authority in the place and stead of the Company and in the name of the Company or otherwise, from time to time in the Lender's reasonable discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Lender reasonably may deem necessary or advisable to accomplish the purposes of this Agreement including, without limitation, (i) to pay taxes, assessments or other charges or claims that the Lender in good faith believes to be then due with respect to the Collateral; (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipt for moneys, claims and other amounts due and to become due under or in respect of the Collateral and to extend the time of payment of any thereof and to make allowance and other adjustments with reference thereto; (iii) to receive, endorse and collect any checks, drafts, notes, acceptances or other instruments, any invoices, freight or express bills, bills of lading, storage, warehouse receipts, assignments, verifications, notices or other documents and chattel paper; (iv) to file any claims or take any action or institute or defend any proceedings which the Lender reasonably may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender and the Lender with respect to the Collateral; (v) to direct any party liable for any payment in respect of or arising out of any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lender or as the Lender shall direct; (vi) to settle, compromise or adjust any suit, action or proceeding described in clause (vi) above and, in connection therewith, to give such discharges or releases as the Lender reasonably may deem appropriate; (vii) to set off or cause to be set off amounts in any account maintained with any Lender or otherwise enforce rights against any of the Collateral in the possession of the Lender; (ix) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral; (x) to effect any repairs called for by the terms of this Agreement or the Note; and (xi) generally, to sell, transfer, pledge and make any agreement with respect to, or otherwise deal with, any of the Collateral as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do, at the Lender's option and the Company's expense, at any time from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Collateral and the Lender's Lien thereon and to effect the intent of this Agreement, all as fully and effectively as the Company might do. The Company hereby ratifies, confirms and approves all acts of the attorney-in-fact other than those constituting acts of gross negligence or willful misconduct. The Lender shall not be liable for any losses or liabilities resulting from any acts or omissions or any error of judgment or mistake of fact or law, except those losses or liabilities which a court of competent jurisdiction finally determines were caused by the gross negligence or willful misconduct of the Lender.

Section 8. **Lender May Perform.** If Company fails to perform any agreement contained herein, the Lender may itself perform, or cause the performance of, such agreement or obligation, and the expenses of the Lender incurred in connection therewith shall be payable by Company pursuant to Section 11 and shall constitute Obligations secured hereby.

Section 9. **The Lender's Duties.** The powers conferred on the Lender under this Agreement are solely to protect the interest of the Lender in the Collateral and shall not impose any duty or obligation of any kind upon it or any of them to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Lender shall not have any liability or duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any rights pertaining to any Collateral. Neither the Lender, nor any of its directors, officers, employees, attorneys, agents, advisors, attorneys-in-fact, experts and Affiliates shall be liable for failure to

demand, collect or realize upon all or any part of the Collateral or for any delay in doing so nor shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

Section 10. **Remedies.** If any Event of Default shall have occurred and be continuing:

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(a) The Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Note and in any other instrument or agreement securing, evidencing or relating to the Obligations, or otherwise available to it, all the rights and remedies of a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, the Lender may also (i) require the Company to, and the Company hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or part of the Collateral as directed by the Lender and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, without assumption of any credit risk, and upon such other terms as the Lender may deem commercially reasonable. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Lender until the selling price is paid by the purchaser thereof, but the Lender shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. To the extent permitted by applicable law, in no event shall the obligations of the Company to the Lender be credited with any part of the proceeds of sale of any Collateral until cash payment thereof has actually been received by the Lender. The Company agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification; provided, however, that no demand, advertisement or notice, all of which are hereby expressly waived, shall be required in connection with any sale or other disposition of any part of the Collateral which threatens to decline speedily in value or which is of a type customarily sold on a recognized market. The Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. To the extent permitted by applicable law, the Lender may, without notice or publication, adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by applicable law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, and the Lender shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at such sale, to use and apply any of the Obligations owed to such Person (or, in the case of the Lender, any or all of the Obligations owed to the Lender) as a credit on account of the purchase price payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives (to the fullest extent permitted by law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Lender, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the security interests granted hereby and sell the Collateral, or any portion thereof, under one or more judgments or decrees of a court or courts of competent jurisdiction.

(c) The Lender may exercise any and all rights and remedies of the Company in respect of the Collateral, including, without limitation, any and all rights of the Company to take or refrain from taking any action thereunder, or to receive, demand or otherwise require payment of any amount thereunder, or to require the performance of any provision thereof. In furtherance and not in limitation of the foregoing, the Lender may: (i) renew, extend, modify, amend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, release, settle, compromise, compound, collect or otherwise liquidate or deal with, on terms acceptable to the Lender, in whole or in part, the rights to the

Collateral and any amounts owing thereon or any performance due thereunder or any of the Company's rights or interests therein; (ii) enter into any other agreement relating to or affecting the rights to the Collateral; and (iii) give all consents, waivers and ratifications in respect of the rights to the Company and exercise all other rights, powers and remedies and otherwise act with respect thereto as if it were the owner thereof.

(d) The Lender may instruct the Company not to make any further use of the Trademarks or any mark similar thereto for any purpose and may license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks throughout the world for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine.

(e) In order to implement the assignment, sale or other disposition of any of the Intellectual Property, the Lender may, at any time, pursuant to the authority granted in Section 7 hereof, execute and deliver on behalf of the Company, one or more instruments of assignment of the Intellectual Property (or any application of registration thereof), in form suitable for filing, recording or registration in any country.

(f) Subject to the terms and conditions of the Note, any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter be applied as set forth in the Note. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations and of all obligations of every kind and character now or hereafter existing (whether matured or unmatured, contingent or liquidated) of Company with Lender shall be paid over to the Company or to whomsoever may be lawfully entitled to receive such surplus. To the extent permitted by applicable law, the Company expressly and unconditionally waives all claims, damages and demands it may acquire against the Lender and each of the Lender arising out of the exercise by any of them of any rights hereunder.

(g) In the event that the proceeds of any sale, collection or realization of Collateral are insufficient to pay all amounts to which the Lender is legally entitled, Company shall be liable for the deficiency and for the costs of collection and the reasonable fees of any attorneys employed by the Lender to collect such deficiency.

Section 11. **Indemnity and Expenses.** (a) The Company agrees to defend, indemnify and hold harmless the Lender, its directors, officers, employees, attorneys, agents, advisors, attorneys-in-fact, experts and affiliates (each an "Indemnified Party") in accordance with the terms of the Note.

(b) The Company will upon demand pay to the Lender the amount of any and all reasonable out-of-pocket costs and expenses, including the reasonable fees and expenses of their respective counsel and of any experts and agents, which the Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Lender hereunder, or (iv) the failure by the Company to perform or observe any of the provisions hereof. Such costs, expenses and fees shall be secured by this Agreement.

(c) The indemnities and other agreements contained in this Section 11 are in addition to any indemnities and other agreements, but in no event shall the Lender be entitled to any duplicative payment other than with respect to any payment which the Lender is required to return.

(d) The agreements of the Company contained in this Section 11 shall survive the payment in full in cash and the performance of all of the Obligations.

Section 12. **Pledge, Assignment and Security Interest Absolute.** To the extent permitted by

applicable law, all rights of the Lender hereunder and the pledge, assignment and security interest created hereunder, and all obligations of Company hereunder, shall be absolute and unconditional, and shall not be affected or released in any way, irrespective of:

(a) any lack of validity or enforceability of the Note, or any other instrument relating thereto;

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(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of, or any consent to departure from, this Agreement, the Note, or any other agreement or instrument, including, but not limited to, (i) any increase or decrease in any such Obligations and (ii) any amendment of the Note to permit the Lender to extend further or additional capital to the Company or any of its Affiliates in any form, whether or not such capital shall thereupon be or become an Obligation;

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(c) any taking and holding of collateral (which term for purposes of this Agreement includes but is not limited to the Collateral) or additional guaranties for all or any of the Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver or subordination of any collateral or such guaranties; or the termination, release or non-perfection of any collateral (other than with respect to any Collateral expressly released by the Lender) or such guaranties or any consent to departure from any security agreement or guaranty with respect thereto;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or the manner of sale of any collateral;

(e) any consent by the Lender to (i) the change, restructuring or termination of the organizational or entity structure or existence, as the case may be, of the Company or any of its affiliates and (ii) any corresponding restructuring of, or any other restructuring or refinancing of, the Obligations or any portion thereof;

(f) any modification, compromise, settlement or release by the Lender, or, by operation of law or otherwise, collection or other liquidation of the Obligations or the liability of the Company or any guarantor, or of any collateral, in whole or in part, and any refusal of payment by the Lender, in whole or in part, from any obligor or guarantor in connection with any of the Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, the Company or any of its affiliates; or

(g) any other circumstance (including, but not limited to, any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Company or a guarantor other than indefeasible payment in full in cash of the Obligations.

Without limiting the generality of the foregoing, the Company hereby consents to, and hereby agrees, that the rights of the Lender hereunder, and the liability of the Company hereunder, shall not be affected by any and all releases of any collateral (other than Collateral expressly released by the Lender) from the Liens created by Note or any other agreement or instrument. This Agreement and the Lien created hereby shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Company or otherwise, all as though such payment had not been made.

Section 13. **Notices.** All notices and other communications provided for hereunder shall be in writing and shall be given in the manner, and shall be effective, as provided in the Note.

Section 14. **Miscellaneous.** (a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Company and the Lender, and no waiver of any provision of this

Agreement, and no consent to any departure by Company therefrom, shall be effective unless it is in writing and signed by the Lender and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which given.

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(b) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder, under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Lender provided herein and in the Note are cumulative and are in addition to, and not exclusive of, any rights or remedies which the Lender may have under the Note or would otherwise have at law or in equity. The rights of the Lender hereunder and under the Note against any party are not conditional or contingent on any attempt by the Lender to exercise any of its rights under the Note against such party or against any other Person.

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(c) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement creates a continuing Lien and security interest in the Collateral and shall (i) remain in full force and effect until the payment in full in cash under the terms of the Note, (ii) be binding upon the Company, its successors and assigns, and (iii) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns.

(f) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, except to the extent that the validity or perfection of the Liens hereunder, or remedies hereunder, in respect of any particular Collateral, are governed by the laws of a jurisdiction other than the Commonwealth of Puerto Rico. Unless otherwise defined herein or in the Note, the terms used in Chapter 9 of the UCC are used herein as therein defined.

(g) Notwithstanding anything in this Agreement to the contrary, in the event of any inconsistency between the terms of this Agreement and the terms of the Note, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid, enforceable and perfected Lien upon the Collateral, but, otherwise, the provisions of the Note shall be controlling and the provisions hereof shall be subject or subordinate to those of the Note.


(h) THE COMPANY AND THE LENDER EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(i) ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN, AND THE COMPANY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF, THE COURTS OF THE COMMONWEALTH OF PUERTO RICO AND THE FEDERAL COURT LOCATED IN SAN JUAN, PUERTO RICO, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. THE COMPANY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT IT IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

(j) The Recitals set forth in the Preamble to this Agreement are hereby incorporated herein and made to form an integral part hereof.

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[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

ABARTYS HEALTH LLC

By: Ut
Name: Dolmarie Méndez
Title: Chief Executive Officer

Affidavit Number: 1566

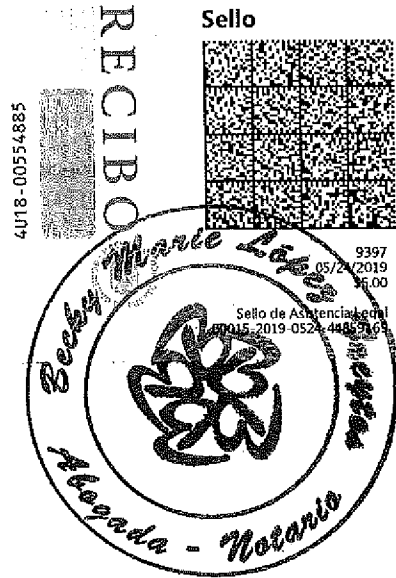
Acknowledged and subscribed before me in San Juan, Puerto Rico on this 6th day of June, 2019 by the following person who is personally known to me: Dolmarie Méndez Vidot, of legal age, single, and resident of Guaynabo, Puerto Rico in her capacity as Chief Executive Officer of ABARTYS HEALTH LLC.

Becky M. López
Notary Public

ACKNOWLEDGED AND ACCEPTED,
as of the date first set forth above:

PARLIAMENT CAPITAL SERIES I, LLC –
SERIES A by PARLIAMENT CAPITAL
SERIES I, LLC, represented by Parliament
Capital Management, LLC, its Investment
Manager

By: [Signature]
Name: Luis Cabrera
Title: Authorized Representative






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SCHEDULE I




Intellectual Property Collateral

I. Trademarks owned by Abartys Health LLC (United States Patent and Trademark Office)

Docket	Trademark	Filing No.	Registry No.	Goods or Services	Registry Date	Renewal
	CLINICL YNK	87588124		Software as a service (SAAS) services featuring software for providing centralized healthcare data to clinics, insurance providers, and patients		
	 CLINICL YNK	87565197	55333291	Software as a service (SAAS) services featuring software for providing centralized healthcare data for patients.	August 7, 2018	August 7, 2028
	 insurelynk	87565042	5417921	Software as a service (SAAS) services featuring software for providing centralized healthcare data to health insurance companies.	March 6, 2018	March 6, 2028
	 abartyshealth	87564965	5417915	Software as a service (SAAS) services featuring software for providing centralized healthcare data to insurance companies, providers and patients.	March 6, 2018	March 6, 2028

II. Trademarks owned by Abartys Health LLC (Puerto Rico Trademark and Trade Name Office)

Docket	Trademark	Filing No.	Registry No.	Goods or Services	Filing Date	Renewal
	 abartyshealth	221831-42-1		Software as a service (SAAS) services featuring software for providing centralized healthcare data to insurance companies, providers and patients		
	CLINICL YNK	222036-42-0		Software as a service (SAAS) services featuring software for providing centralized healthcare data to clinics, insurance providers, patients, and healthcare providers.		
	DOCBOT	222034-38-0		Providing on-line chat rooms for transmission of messages among computer users concerning {health industry}		
	PROVIDERL YNK	222090-42-0		Software as a service (SAAS) services featuring software for providing centralized healthcare data to clinics, insurance providers, healthcare providers.		

Docket	Trademark	Filing No.	Registry No.	Goods or Services	Filing Date	Renewal
	VITAL COIN	222091-36-0		Financial services, namely, providing a virtual currency for use by members of an on-line community via a global computer network		
	 insurelynk	221833-42-1		Software as a service (SAAS) services featuring software for providing centralized healthcare data to health insurance companies		
	 myhealthlynk	221837-42-1		Software as a service (SAAS) services featuring software for providing centralized healthcare data for patients		
	 providerlynk	221834-42-1		Software as a service (SAAS) services featuring software for providing centralized patient database used by providers, labs, hospitals, and clinics to access patients and insurance data.		

III. Copyrights

The Company owns the following software:

myhealthlynk

patientlynk

isurancellynk

providerlynk

IV. Patents

None.

SCHEDULE II

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Chief Executive Office

Galería San Patricio, Suite 204
B5 Calle Tabonuco
Guaynabo, PR 00968

Principal Place of Business

Galería San Patricio, Suite 204
B5 Calle Tabonuco
Guaynabo, PR 00968

Location of Records of Collateral:

Galería San Patricio, Suite 204
B5 Calle Tabonuco
Guaynabo, PR 00968

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