

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410122

| | | | |
|---|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CANO HEALTH, LLC | | 12/23/2016 | Limited Liability Company: FLORIDA |
| PRIMARY CARE (ITC) INTERMEDIATE HOLDINGS, LLC | | 12/23/2016 | Limited Liability Company: DELAWARE |
| ADVANCED CARE MONITORING, LLC | | 12/23/2016 | Limited Liability Company: FLORIDA |
| COMFORT PHARMACY, LLC | | 12/23/2016 | Limited Liability Company: FLORIDA |
| COMFORT PHARMACY 2, LLC | | 12/23/2016 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | PENNANTPARK INVESTMENT ADMINISTRATION, LLC, as Administrative Agent | | |
| Street Address: | 590 Madison Avenue, 15th Floor | | |
| Internal Address: | Attention: Administrative Operations | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86710653 | CHEALTH | |
| Registration Number: | 4926286 | CANO HEALTH | |
| Registration Number: | 4757572 | "MODERN MEDICINE. FAMILY VALUES." | |
| Registration Number: | 4938573 | CANO | |
| Registration Number: | 4956569 | | |
| Registration Number: | 4814992 | "MEDICINA DE PRIMERA. ATENCION DE FAMILI | |
| Registration Number: | 4583713 | CANO HEALTH | |
| Registration Number: | 3795563 | CANO MEDICAL DENTAL | |
| CORRESPONDENCE DATA | | | |
| TRADEMARK | | | |

CH \$215.00 86710653

Fax Number: 6178568201

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: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: MARK S. LEONARDO

Address Line 1: ONE FINANCIAL CENTER

Address Line 2: BROWN RUDNICK LLP

Address Line 4: BOSTON, MASSACHUSETTS 02111

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Mark S. Leonardo |
|---------------------------|------------------|

| | |
|-------------------|--------------------|
| SIGNATURE: | /Mark S. Leonardo/ |
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|---------------------|------------|
| DATE SIGNED: | 12/23/2016 |
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement"), dated as of December 23, 2016, is made by each of the signatories hereto (the "Grantors"), in favor of PennantPark Investment Administration, LLC, as Administrative Agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of December 23, 2016 (as it may be amended, amended and restated, renewed, refinanced, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cano Health, LLC, a Florida limited liability company, as Borrower, Primary Care (ITC) Intermediate Holdings, LLC, as Holdings and as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and PENNANTPARK INVESTMENT ADMINISTRATION, LLC, as Administrative Agent, and the Lenders party thereto, the Lenders have agreed to make Loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security and Pledge Agreement dated as of December 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend the Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Administrative Agent and Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the Patents (as defined in the Security Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Security Agreement) set forth on Schedule B hereto; and
- (c) the Copyrights (as defined in the Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Financing Documents, whether direct or indirect, absolute or

contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Financing Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (including by “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

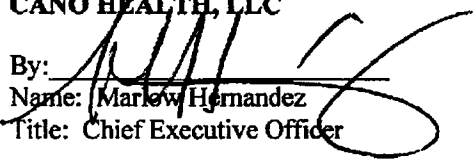
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANO HEALTH, LLC

By: 
Name: Marlow Hernandez
Title: Chief Executive Officer

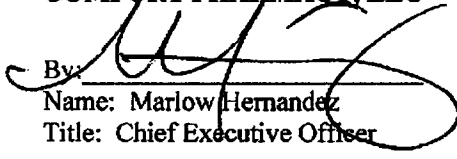
PRIMARY CARE (ITC) INTERMEDIATE HOLDINGS, LLC

By: 
Name: Marlow Hernandez
Title: Chief Executive Officer

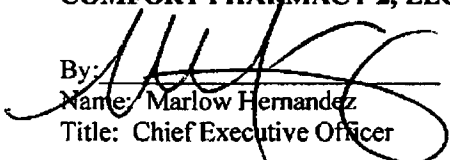
ADVANCED CARE MONITORING, LLC

By: 
Name: Marlow Hernandez
Title: Chief Executive Officer


COMFORT PHARMACY, LLC

By: 
Name: Marlow Hernandez
Title: Chief Executive Officer

COMFORT PHARMACY 2, LLC

By: 
Name: Marlow Hernandez
Title: Chief Executive Officer

PENNANTPARK INVESTMENT
ADMINISTRATION,
as Administrative Agent

By: 
Name: Arthur H. Penn
Title: Managing Member

SCHEDULE A
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

None.

SCHEDULE B
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

| Company | Application / Registration Number | Title | Jurisdiction | Filing Date | Registration Date |
|------------------|--|---|---------------------|--------------------|------------------------------|
| Cano Health, LLC | App 86710653 | CHEALTH Cross References: C HEALTH, C PLUS HEALTH | United States | July 31, 2015 | |
| Cano Health, LLC | App 86653847 / Reg 4926286 | CANO HEALTH | United States | June 5, 2015 | March 29, 2016 |
| Cano Health, LLC | App 86350133 / Reg 4757572 | "MODERN MEDICINE. FAMILY VALUES." Cross References: MODERN MEDICINE FAMILY VALUES | United States | July 28, 2014 | June 16, 2015 |
| Cano Health, LLC | App 86348090 / Reg 4938573 | CANO | United States | July 25, 2014 | April 12, 2016 |
| Cano Health, LLC | App 86348113 / Reg 4956569 | <i>Design Only</i> | United States | July 25, 2014 | May 10, 2016 |
| Cano Health, LLC | App 86347772 / Reg 4814992 | "MEDICINA DE PRIMERA. ATENCION DE FAMILIA." Cross References: MEDICINA DE PRIMERA ATENCION DE FAMILIA Translation: FIRST | United States | July 25, 2014 | September 15, 2015 |

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|------------------------|---|---|------------------|----------------------|-----------------|
| | | CLASS MEDICINE. FAMILY ATTENTION | | | |
| Cano Health, LLC | App 86145821 / Reg 4583713 | CANO HEALTH | United States | December 17, 2013 | August 12, 2014 |
| Cano Health, LLC | App 77808330 / Reg 3795563 | CANO MEDICAL DENTAL | United States | August 19, 2009 | June 1, 2010 |

SCHEDULE C
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

None.