

12/07/2017



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents, or the new address(es) below.

1. Name of conveying party(ies):

KIPU Systems LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Florida

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) NOVEMBER 30, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CITY NATIONAL BANK OF FLORIDA

Street Address: 25 WEST FLAGLER STREET

City: MIAMI

State: FLORIDA

Country: USA Zip: 33130

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship FLORIDA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
See attached Schedule 1

B. Trademark Registration No.(s)  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See attached Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Angelo & Banta, P.A., Attn: Sabrina Ramsundar

Internal Address: \_\_\_\_\_

Street Address: 515 E. Las Olas Boulevard, Suite 850

City: Fort Lauderdale

State: Florida Zip: 33301

Phone Number: 954-766-9930

Docket Number: n/a

Email Address: sr@angelolaw.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/07/2017 DTIMBERL 00000002 05035534

Deposit Account Number N/A

Authorized User Name N/A 40.00 UP

02 10.00 UP 420.00 UP


9. Signature: Sabrina Ramsundar  
Signature


12/4/17  
Date

SABRINA RAMSUNDAR, Legal Assistant  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Type	Serial Number	Registration Number	Date of Filing	Date of Registration
Kipu	Trademark	85835534	4442687	January 29, 2013	December 3, 2013
Kipu LabScan	Trademark	86677404	4895375	June 29, 2015	February 2, 2016
OTO	Service Mark	87044446	5127508	May 20, 2016	January 24, 2017
KIPUpedia	Service Mark	87044947	5162897	May 20, 2016	March 14, 2017
Golden Thread	Service Mark	87363815	Pending	March 8, 2017	Pending
 100% CERTIFIED GOLD CERTIFIED BILLER KIPU	Service Mark	87357684	5315583	March 3, 2017	October 24, 2017
RECOVERYBOUND	Service Mark	87415309	Pending	April 18, 2017	Pending
LeeRCM	Service Mark	87216859	5217594	October 26, 2016	June 6, 2017
pingMD	Service Mark	85190778	4040919	December 4, 2010	October 18, 2011
INRECOVERY	Trademark Service Mark	87415339	Pending	April 18, 2017	Pending
MOFFICE	Service Mark	77911132	3901890	January 13, 2010	January 4, 2011
MVISIT	Service Mark	77911093	3901889	January 13, 2010	January 4, 2011

DAUPHIN	Service Mark	77842294	3901682	October 6, 2009	January 4, 2011
MCONSULT	Service Mark	77911148	3901891	January 13, 2010	January 4, 2011
HEALTH ALBUM	Service Mark	85137239	4003902	September 24, 2010	July 26, 2011
	Service Mark	77911081	3901888	January 13, 2010	January 4, 2011
TreatmentEMR	Trademark	86784735	Abandoned	October 12, 2015	Abandoned
CHOPRAJ	Service Mark	77840475	3881276	October 2, 2009	November 23, 2010

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2017 by KIPU SYSTEMS LLC, a Florida limited liability company (the "Grantor"), in favor of CITY NATIONAL BANK OF FLORIDA (the "Lender").

### RECITALS

A. The Grantor has entered into that certain Loan Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to Grantor.

B. In connection therewith Grantor and Lender are entering into this Agreement to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

KIPU SYSTEMS LLC, a Florida limited liability company

By: *J. Florentino*  
Jeffrey Fiorentino, Chief Executive Officer

STATE OF FLORIDA )  
COUNTY OF Miami Dade )SS:

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2017, by Jeffrey Fiorentino, as Chief Executive Officer of KIPU SYSTEMS LLC, a Florida limited liability company, on behalf of and as an act of the company, who is personally known to me or has produced a \_\_\_\_\_ as identification, and took an oath.

*Mercedes P. Net*  
NOTARY PUBLIC  
Print Name: Mercedes P. Net  
My Commission Expires: 6/4/19

