

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verus Healthcare, Inc.		05/17/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Finance LLC, as Administrative Agent for the Lenders		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87396633	VERUSWORX	
Serial Number:	87396711	VERUSTAT	
Registration Number:	4746075	VERUS HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8188		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	D. Andrew Chen c/o Waller Lansden		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	032273.81938		
NAME OF SUBMITTER:	D. Andrew Chen		
SIGNATURE:	/D. Andrew Chen/		
DATE SIGNED:	05/31/2018		
Total Attachments: 6			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”) is made as of this 17th day of May, 2018, by **VERUS HEALTHCARE, INC.**, a Delaware corporation (“**Grantor**”), in favor of **CIT FINANCE LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “**Grantee**”).

RECITALS

A. Grantor, certain of the Grantor’s Affiliates, Grantee and Lenders are parties to that certain Second Amended and Restated Credit and Guaranty Agreement, dated as of February 16, 2018 (as the same may be amended, restated, amended and restated, joined, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extensions of credit to be made to Grantor by Lenders.

B. Pursuant to the terms of the Credit Agreement and that certain Fourth Amended and Restated Security and Pledge Agreement, dated as of May 17, 2018 (as the same may be amended, restated, amended and restated, joined, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among Grantor and certain of Grantor’s affiliates and the Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under, whether now owned or hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), other than Trademark Licenses that constitute Excluded Property, (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security and Pledge Agreement. The Credit Agreement and the Security and Pledge Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but

not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security and Pledge Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Collateral Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Borrower Representative of the Compliance Certificate required to be delivered under Section 6.02(b) of the Credit Agreement in connection with the financial statements of the Loan Parties, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Annex A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Collateral Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the UCC as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Signature by facsimile or by electronic mail delivery of an electronic version shall bind the parties hereto. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Notice of Grant of Security Interest in Trademark Rights as of the day and year first hereinabove set forth.

GRANTOR:

VERUS HEALTHCARE, INC.



By: _____

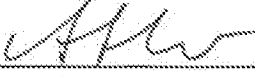
Name: Luke McGee

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

CIT FINANCE LLC

By: 
Name: Andres Alev
Title: Director

Schedule 1

Trademark Applications

Grantor	Trademark/Service Mark	Application Number	Filing Date / Status	Goods/Services
Verus Healthcare, Inc.	VERUSWORX	87396633	04/03/2017 Notice of Allowance issued and Statement of Use filed; awaiting response on Statement of Use	Nutritional supplements
Verus Healthcare, Inc.	VERUSTAT	87396711	04/03/2017 Notice of Allowance issued and Statement of Use filed; awaiting response on Statement of Use	Remote monitoring of data indicative of the health or condition of an individual or group of individuals for medical diagnosis and treatment purposes

Trademarks

Grantor	Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
Verus Healthcare, Inc.	VERUS HEALTHCARE	4746075	06/02/2015	Online retail store services featuring durable medical equipment, namely, CPAP supplies, catheters, and nebulizers