

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kit Check, Inc.		06/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Orix Growth Capital, LLC		
Street Address:	280 Park Avenue, 40 West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87545124	BLUESIGHT	
Serial Number:	87587733	PRESCRIPTIVE INTELLIGENCE	
Registration Number:	4943210	KIT CHECK	
Registration Number:	4943211	ANESTHESIA CHECK	
Registration Number:	4880372		
Registration Number:	4870412		
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	06/29/2018		

OP \$165.00 87545124

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), effective as of June 28, 2018, is made by and between **KIT CHECK, INC.**, a Delaware corporation ("Grantor"), and **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company ("Lender"). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Loan Agreement (as defined below).

WHEREAS, Lender and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of its Intellectual Property (including, without limitation, the Intellectual Property described herein) other than any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. To secure all of Grantor's Obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in and to its Intellectual Property, including without limitation: (a) the trademarks and servicemarks listed on **Schedule A** hereto, together with the goodwill connected with the use thereof and symbolized thereby, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) the patents and patent applications listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all copyrights, maskworks, software, computer programs and other works of authorship, whether registered or unregistered (including all works based on or derived from or incorporating) and including without limitation those copyrights listed on **Schedule C** hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (f) any and all royalties, fees, income and other payments now or hereafter due or payable with respect to any and all of the foregoing, (g) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing, and (h) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. Representations and Warranties. Grantor represents and warrants that: (a) listed on **Schedule A** hereto are all unregistered trademarks, and service marks, trademark and service mark registrations and pending trademark and service mark applications owned by Grantor, (b) listed on **Schedule B** are all issued patents and patent applications owned by Grantor, and (c) listed on **Schedule C** are all copyrights, whether or not copyrightable, copyright applications, and copyright registrations owned by Grantor.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights or any other government officials to record and register this Agreement upon request by Lender.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. **Governing Law.** This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under federal law.

[signatures on next page]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

KIT CHECK, INC.

By: 
Name: Kevin Mac Donald
Title: President & CEO

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, intending to be legally bound, Grantor has caused this Agreement to be duly executed as of the date first above written.

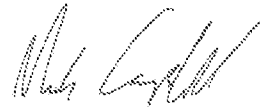
GRANTOR:

KIT CHECK, INC.

By: _____
Name:
Title:

LENDER:

ORIX GROWTH CAPITAL, LLC



By: _____
Name: Mark Campbell
Title: Authorized Representative



SCHEDULE A

Trademarks and Service Marks

Pending U.S. Trademark Applications

Mark	Application No.	Filing Date
<u>BLUESIGHT</u>	<u>87/545,124</u>	<u>07/27/2017</u>
<u>PRESCRIPTIVE INTELLIGENCE</u>	<u>87/587,733</u>	<u>08/29/2017</u>

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
<u>KIT CHECK</u>	<u>4,943,210</u>	<u>04/19/2016</u>
ANESTHESIA CHECK	4,943,211	04/19/2016
	4,880,372	01/05/2016
	4,870,412	12/15/2015

SCHEDULE B

Patents and Patent Applications

Patents:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Publication Date</u>
<u>8,990,099</u>	3/24/15	MANAGEMENT OF PHARMACY KITS	2/7/13
<u>9,037,479</u>	5/19/15	MANAGEMENT OF PHARMACY KITS	5/21/15
<u>9,058,412</u>	6/16/15	MANAGEMENT OF PHARMACY KITS	5/21/15
<u>9,058,413</u>	6/16/15	MANAGEMENT OF PHARMACY KITS	5/21/15
<u>9,367,665</u>	6/14/16	MANAGEMENT OF PHARMACY KITS	11/26/15
<u>9,449,296</u>	9/20/16	MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	12/18/14
<u>9,734,294</u>	8/15/17	MANAGEMENT OF PHARMACY KITS	11/26/15
<u>9,805,169</u>	10/31/17	MANAGEMENT OF PHARMACY KITS	8/20/15
<u>9,171,280</u>	10/27/15	MEDICATION TRACKING	6/11/15
<u>9,582,644</u>	2/28/17	MEDICATION TRACKING	5/12/16

Other Patent Applications:

<u>Application No.</u>	<u>File Date</u>	<u>Title</u>	<u>Publication Date</u>
15/787204	10/18/17	MANAGEMENT OF PHARMACY KITS	2/8/18
15/426302	2/7/17	MEDICATION TRACKING	7/27/17
15/269371	9/19/16	MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	5/11/17
62/516347	6/7/17	MACHINE-READABLE LABEL	N/A
62/553675	9/1/17	PHARMACY ITEM EQUIVALENCE	N/A
62/554145	9/5/17	RELATING PHARMACY ITEM DATA FROM DIFFERENT SYSTEMS	N/A
62/553641	9/1/17	OBFUSCATING PERSONAL HEALTH INFORMATION	N/A

SCHEDULE C

Copyrights

None.