

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kit Check, Inc.		09/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87587733	PRESCRIPTIVE INTELLIGENCE	
Serial Number:	87545124	BLUESIGHT	
Serial Number:	86620356	ANESTHESIA CHECK	
Serial Number:	86620339	KIT CHECK	
Serial Number:	86620349		
Serial Number:	86620363		
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:	7033826485		
Email:	DHall@vlplawgroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	09/10/2018		
Total Attachments: 10			

OP \$165.00 87587733

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 4, 2018 by and between SILICON VALLEY BANK (“Bank”) and KIT CHECK, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement, dated as of March 31, 2017, by and between Bank and Grantor (as the same has been and may be further amended, restated, amended and restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in and to its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary contained herein, the Intellectual Property Collateral shall not include (a) any 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; provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall no longer constitute “excluded property” and shall be considered Intellectual Property Collateral; or (b) rights held under a license or similar agreement that are not assignable by their terms without the consent of the licensor thereof or counterparty thereto (but only to the extent such restriction on assignment is enforceable under applicable law).

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

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. 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 Bank with respect to the Intellectual Property 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.

4. 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.

5. 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.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

KIT CHECK, INC.

K. Reed
By: Kristyn Reed-Salow
Title: CFO

BANK:

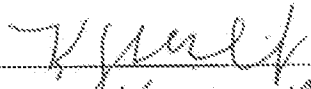
SILICON VALLEY BANK

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

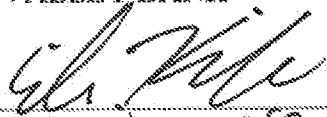
GRANTOR:

KIT CHECK, INC.


By: Kristyn Reed-Salton
Title: CFO

BANK:

SILICON VALLEY BANK


By: Erik Kiffe
Title: Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006433 FRAME: 0667

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MANAGEMENT OF PHARMACY KITS	20180039758	02/08/2018
	15/787204	10/18/2017
MEDICATION TRACKING	20170212993	07/27/2017
	15/426302	02/07/2017
MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	20170132734	05/11/2017
	15/269371	09/19/2016
MEDICATION TRACKING	9,582,644	02/28/2017
	20160132649	05/12/2016
	14876533	10/06/2015
MANAGEMENT OF PHARMACY KITS	9,367,665	06/14/2016
	20150339623	11/26/2015
	14818113	08/04/2015
MANAGEMENT OF PHARMACY KITS	9,734,294	08/15/2017
	20150339622	11/26/2015
	14818101	08/04/2015
MANAGEMENT OF PHARMACY KITS	9,805,169	10/31/2017
	20150235005	08/20/2015
	14701958	05/01/2015
MEDICATION TRACKING	9,171,280	10/27/2015
	20150161558	06/11/2015
	14563732	12/08/2014
MANAGEMENT OF PHARMACY KITS	9,037,479	05/19/2015
	20150142469	05/21/2015
	14603962	01/23/2015
MANAGEMENT OF PHARMACY KITS	9,058,413	06/16/2015
	20150142468	05/21/2015
	14603828	01/23/2015
MANAGEMENT OF PHARMACY KITS	9,058,412	06/16/2015
	20150142467	05/21/2015
	14603730	01/23/2015

MANAGEMENT OF PHARMACY KITS	8,990,099	03/24/2015
	20130035950	02/07/2013
	13554342	07/20/2012
MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	9,449,296	09/20/2016
	20140372145	12/18/2014
	14472410	08/29/2014

EXHIBIT C

Trademarks



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRESCRIPTIVE INTELLIGENCE	87/587,733	08/29/2017
BLUESIGHT	87/545,124	07/27/2017
ANESTHESIA CHECK	4,943,211 86620356	04/19/2016 05/05/2015
KIT CHECK	4,943,210 86620339	04/19/2016 05/05/2015
	4,880,372 86620349	01/05/2016 05/05/2015
	4,870,412 86620363	12/15/2015 05/05/2015

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		