

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514985

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMETROS FINANCIAL CORPORATION | | 03/12/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. SIX MILE ROAD | | |
| Internal Address: | MC 7578 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4808686 | MSA CAREGUARD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1966 | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |
| DATE SIGNED: | 03/19/2019 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 12, 2019 by and between **COMERICA BANK**, a Texas Banking Association (“**Bank**”) and **AMETROS FINANCIAL CORPORATION**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” and (ii) to have been “signed” or “duly executed”.

For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform.

[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:

Address of Grantor:

AMETROS FINANCIAL CORPORATION

200 Ballardvale St., Suite 200
Wilmington, MA 01887
Attn: Nicole Sauk

DocuSigned by:
By: Marques Torbert
Name: Marques Torbert
Title: CEO

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

DocuSigned by:
By: Devon A. Bostock
Name: Devon A. Bostock
Title: Vice President

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------------|---------------------------------------|---------------------------------|
| None. | | |

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|-------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|
| Systems and methods for tracking health-related spending for validation of disability benefits claims | 8,224,678 | 07/17/12 |
| Systems and methods for tracking health-related spending for validation of disability benefits claims | 13/369,694 | 02/09/12 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Serial Number</u> | <u>Registration/ Application Date</u> |
|--------------------|----------------------------------------|-------------------------------------------|
| MSA CAREGUARD | 4,808,686 | 09/08/15 |