

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517937

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZOCDOC, INC.		04/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC. as Agent		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88113759	UN SICK DAY	
<b>Registration Number:</b>	5622887	GET WELL SOONER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	305866-1035		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 4</b>			
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**SUPPLEMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This Supplement to Amended and Restated Intellectual Property Security Agreement (this “**Supplement**”) is made as of the 2nd day of April, 2019 by ZOCDOC, INC., a Delaware corporation (“**Grantor**”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (as successor in interest to Bearcub Acquisitions LLC, as successor in interest to Ares Venture Finance, L.P.), as collateral agent, (in such capacity, “**Agent**”) for the ratable benefit of each bank and other financial institution, from time to time party to the Loan and Security Agreement, dated as of April 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) (each such party, collectively, “**Lender**”).

WHEREAS, Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of August 1, 2018 (the “**IP Security Agreement**”) in favor of Agent, pursuant to which Grantor pledged, assigned and granted a security interest in favor of Agent in the Intellectual Property Collateral (as defined therein); and

WHEREAS, Grantor has acquired or developed additional intellectual property and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of Agent.


NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement.
2. Supplement to Exhibits. Exhibits B and C to the IP Security Agreement are hereby supplemented, but not replaced, by the attached Exhibit B-1 and Exhibit C-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Security Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
  - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

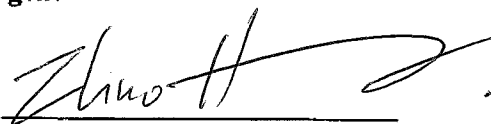
[Signature pages follow]

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

**ZOCDOC, INC.,  
as Grantor**

By:   
Name: Kate Sigman  
Title: Vice President of Finance

**HERCULES CAPITAL, INC.,  
as Agent**

By:   
Name: Zhuo Huang  
Title: Associate General Counsel

**EXHIBIT B-1**

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS	15/858451	12/29/2017

**EXHIBIT C-1**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
UN SICK DAY	88113759	9/12/2018
GET WELL SOONER	5,622,887	12/4/2018