

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527686

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAG, LLC		05/31/2019	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3248025	INTERCUSHION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	06/13/2019		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(SAG)**

This Amended and Restated Intellectual Property Security Agreement is entered into as of May 31, 2019 by and between **COMERICA BANK** ("Bank") and **SAG, LLC**, an Arizona limited liability company ("Grantor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, Equality Health Network, LLC, a Delaware limited liability company ("Equality Health Network") Q Point Health, LLC, a Delaware limited liability company ("Q Point"), Health Business Intelligence, LLC, a Delaware limited liability company ("Health LLC"), Health Business Intelligence Corp., a Delaware corporation ("Health BI"), Equality Care Centers, LLC, an Arizona limited liability company ("Equality Care Centers"), Your Neighborhood Healthcare Center, LLC, an Arizona limited liability company ("YNH Center"), Equality Health, LLC, a Delaware limited liability company ("Equality Health"), Hispanic Medical Alliance IPA, LLC, a Delaware limited liability company ("Hispanic Medical"), and Equality Medical Group LLC, an Arizona limited liability company ("Equality Medical", together with Grantor, Equality Health Network, Q Point, Health LLC, Health BI, Equality Care Centers, YNH Center, Equality Health, and Hispanic Medical, the "Co-Borrowers" and each individually a "Co-Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Co-Borrowers dated of even date herewith (as the same may be amended, modified, restated, replaced or supplemented from time to time, the "Loan Agreement"), which Loan Agreement amends and restates that certain Loan and Security Agreement dated July 24, 2017, among Bank, Grantor, Equality Health Network, Q Point, Health LLC, Health BI, Equality Care Centers, YNH Center, and Equality Health ("Prior Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. In connection with the terms of the Prior Loan Agreement, Grantor executed an Intellectual Property Security Agreement dated June 8, 2018 (the "Prior IP Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the intellectual property rights (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached to the Prior IP Agreement).

C. The parties desire to amend and restate the Prior IP Agreement in accordance with the terms of this Agreement.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure the Obligations, 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), 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, all rights corresponding thereto throughout the world and all re-issues, divisions 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 Amended and Restated 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.

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

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

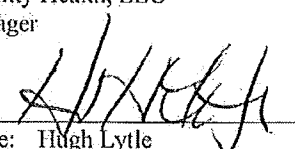
Address of Grantor:

c/o Equality Health, LLC  
521 South 3<sup>rd</sup> Street  
Phoenix, AZ 85004  
Attn: Hugh Lytle

SAG, LLC

By: Equality Care Centers, LLC  
Title: Manager

By: Equality Health, LLC  
Title: Manager

By:   
Name: Hugh Lytle  
Title: Chief Executive Officer

Address of Bank:

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

BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature page to Amended and Restated Intellectual Property Security Agreement  
(16094324)

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

c/o Equality Health, LLC  
521 South 3<sup>rd</sup> Street  
Phoenix, AZ 85004  
Attn: Hugh Lytle

SAG, LLC

By: Equality Care Centers, LLC  
Title: Manager

By: Equality Health, LLC  
Title: Manager

By: \_\_\_\_\_  
Name: Hugh Lytle  
Title: Chief Executive Officer

Address of Bank:

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

BANK:

COMERICA BANK

By: \_\_\_\_\_  
Name: Walter Weston  
Title: SVP

Signature page to Amended and Restated Intellectual Property Security Agreement  
(16094324)

**TRADEMARK**  
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**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
Modular segmented disc nucleus implant	13/833998	3/15/13	9,510,953	12/6/16
Modular segmented disc nucleus implant	15/363295	11/29/16	n/a	n/a



**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
INTERCUSHION	78/137412	6/20/02	3,248,025	5/29/07