

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527688

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Equality Health, LLC		05/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5364557	EQUALITY HEALTH NETWORK
Registration Number:	5192740	EQUALITY HEALTH
Registration Number:	5183276	Q POINT HEALTH
Serial Number:	86896628	EQUALITY HEALTH
Serial Number:	88064550	GEOENGAGEMENT
Serial Number:	87902396	EQUALITY CARE CENTER
Serial Number:	87902339	EQUALITY MEDICAL GROUP

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$190.00 5364557

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	06/13/2019
Total Attachments: 7 source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page1.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page2.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page3.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page4.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page5.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page6.tif source=Equality Health -- executed Amended and Restated Intellectual Property Security Agreement (Parent)#page7.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Equality Health)**

This Amended and Restated Intellectual Property Security Agreement is entered into as of May 31, 2019 by and between **COMERICA BANK** ("Bank") and **EQUALITY HEALTH, LLC**, a Delaware 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"), SAG, LLC, an Arizona limited liability company ("SAG"), 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, SAG, 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 SAG ("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 July 24, 2017 (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.

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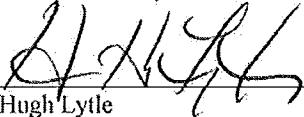
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

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

EQUALITY HEALTH, LLC

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
(16071861)

TRADEMARK
REEL: 006669 FRAME: 0446

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:

EQUALITY HEALTH, LLC

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

By: _____
Name: Hugh Lytle
Title: Chief Executive Officer

Address of Bank:

BANK:

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

COMERICA BANK

By: _____
Name: *Walter Weiskel*
Title: *SVP*

Signature page to Amended and Restated Intellectual Property Security Agreement
(16071861)

TRADEMARK
REEL: 006669 FRAME: 0447

EXHIBIT A

Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SCRA, All Versions	1-7379946671	Pending (application submitted 2/1/19)




EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
 EQUALITY HEALTH NETWORK	87/464876	5/25/17	5,364,557	12/26/17
 EQUALITY HEALTH	86/981673	2/3/16	5,192,740	4/25/17
Q POINT HEALTH	86/981851	1/6/16	5,183,276	4/11/17
 EQUALITY HEALTH	86/896628	2/3/16	n/a	n/a
GEOENGAGEMENT	88/064550	8/3/18	n/a	n/a
EQUALITY CARE CENTER	87/902396	5/1/18	n/a	n/a
EQUALITY MEDICAL GROUP	87/902339	5/1/18	n/a	n/a