# 87239630

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM529741

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DATICA HEALTH, LLC		06/26/2019	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87239630	DATICA
Serial Number:	86881136	STRATUM
Serial Number:	86818939	REDPOINT

### **CORRESPONDENCE DATA**

6196992701 Fax Number:

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: 6196992700

Email: chuck.lehneis@dlapiper.com

DLA Piper LLP (US) **Correspondent Name:** 

401 B Street Address Line 1: Address Line 2: **Suite 1700** 

Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	06/28/2019

# **Total Attachments: 6**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2019 by and between COMERICA BANK, a Texas banking association ("Bank") and DATICA HEALTH, LLC, a Delaware limited liability company, or any successor in interest ("Grantor").

### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to SANSORO HEALTH, INC., a Delaware corporation ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of October 6, 2017 (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 Borrower, but only upon the condition, among others, that Grantor grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in all of Borrower'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 Borrower, Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower, 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), 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 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.

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.

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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:	DATICA HEALTH, LLC
10 E. Doty Street, Suite 800 Madison, WI 53703 Attn: Chief Executive Officer	By: Jeremy Edes Pierotti  Title: President
Address of Bank:	BANK: COMERICA BANK
39200 Six Mile Road, M/C 7578	Ву:
Livonia, Michigan 48152 Attn: National Documentation Services	Name:
	FM

[Signature Page to Intellectual Property Security Agreement]

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:	DATICA HEALTH, LLC
10 E. Doty Street, Suite 800 Madison, WI 53703 Attn: Chief Executive Officer	By:  Name:   Title:
	BANK:
Address of Bank:	COMERICA BANK
39200 Six Mile Road, M/C 7578 Livonia, Michigan 48152 Attn: National Documentation Services	Name: Song HW
	Title: 1/D

[Signature Page to Intellectual Property Security Agreement]

# EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

None

# EXHIBIT B

Patents

<u>Description</u> <u>Patent/App. No.</u> <u>File Date</u>

None

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# EXHIBIT C

# Trademarks

<u>Description</u>	Serial/Registration No.	<u>File Date</u>
DATICA	87239630	11/16/16
STRATUM	86881136	1/20/16
REDPOINT	86818939	11/13/15

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**RECORDED: 06/28/2019**