

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538519

<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>
AZALEA HEALTH INNOVATIONS, INC.		08/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	BANKING CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4098208	AZALEA HEALTH INNOVATIONS	
<b>Registration Number:</b>	4098207	AZALEA HEALTH INNOVATIONS	
<b>Registration Number:</b>	4278314	AZALEA	
<b>Registration Number:</b>	4559388	AZALEA HEALTH	
<b>Registration Number:</b>	4283128	YOUR CHARTS. YOUR FORMS. YOUR WORKFLOW.	
<b>Registration Number:</b>	4278879	SIMPLIFYMD	
<b>Registration Number:</b>	4278878	S	
<b>Registration Number:</b>	4278875	SIMPLIFYMD	
<b>Registration Number:</b>	4866336	LEONARDOMD RENAISSANCE	
<b>Registration Number:</b>	4866335	CREATING A RENAISSANCE IN THE DOCTOR-PAT	
<b>Registration Number:</b>	4866334	LEONARDOMD	
<b>Registration Number:</b>	2795793	LEONARDOMD RENAISSANCE	
<b>Registration Number:</b>	2767931	CREATING A RENAISSANCE IN THE DOCTOR-PAT	
<b>Registration Number:</b>	2795792	LEONARDOMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 4098208

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4048853868  
**Email:** rusty.close@troutman.com  
**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN SANDERS LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

<b>ATTORNEY DOCKET NUMBER:</b>	249023.000014
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<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.
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<b>SIGNATURE:</b>	/Christopher C. Close Jr./
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<b>DATE SIGNED:</b>	08/28/2019
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of August 28, 2019, by and between CIBC BANK USA (“Lender”) and AZALEA HEALTH INNOVATIONS, INC., a Delaware corporation, as borrower (“Grantor”).

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), by and between Borrower and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “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.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

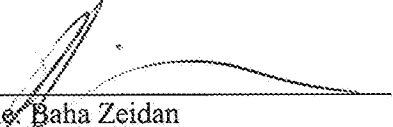
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Azalea Health Innovations, Inc.  
5871 Glenridge Drive NE, Suite 480  
Atlanta, GA 30328  
Attn: Bradley Townsend  
Email: [btownsend@azaleahealth.com](mailto:btownsend@azaleahealth.com)

**GRANTOR:**

AZALEA HEALTH INNOVATIONS, INC.

By:   
Name: Baha Zeidan  
Title: President and Chief Executive Officer

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Alan P. Spurgin  
Telephone: (404) 926-2423  
Email: [alan.spurgin@cibc.com](mailto:alan.spurgin@cibc.com)

**LENDER:**

CIBC BANK USA

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

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

Address of Grantor:

Azalea Health Innovations, Inc.  
5871 Glenridge Drive NE, Suite 480  
Atlanta, GA 30328  
Attn: Bradley Townsend  
Email: [btownsend@azaleahealth.com](mailto:btownsend@azaleahealth.com)

GRANTOR:

AZALEA HEALTH INNOVATIONS, INC.

By: \_\_\_\_\_

Name: Baha Zeidan

Title: President and Chief Executive Officer

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Alan P. Spurgin  
Telephone: (404) 926-2423  
Email: [alan.spurgin@cibc.com](mailto:alan.spurgin@cibc.com)

LENDER:

CIBC BANK USA

By: 

Name: Alan P. Spurgin

Title: Managing Director

EXHIBIT A

Copyrights

<b>Entity</b>	<b>Title</b>	<b>Type of Work</b>	<b>Registration No.</b>	<b>Registration Date</b>
N/A	N/A	N/A	N/A	N/A

EXHIBIT B

Patents

<b>Entity</b>	<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Date Filed</b>	<b>Status</b>
N/A	N/A	N/A	N/A	N/A	N/A



EXHIBIT C

Trademarks

<b>Entity</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Date Filed</b>	<b>Status</b>
Azalea Health Innovations, Inc.	AZALEA HEALTH INNOVATIONS	85255393	4098208	February 14, 2012	Active
	AZALEA HEALTH INNOVATIONS	85255390	4098207	February 14, 2012	Active
	AZALEA	85490873	4278314	January 23, 2013	Active
	AZALEA HEALTH	86101462	4559388	July 1, 2014	Active
	YOUR CHARTS. YOUR FORMS. YOUR WORKFLOW.	85692546	4,283,128	January 29, 2013	Active
	SIMPLIFYMD	85630631	4,278,879	January 22, 2013	Active
	S (& design)	85630628	4,278,878	January 22, 2013	Active
	SIMPLIFYMD (& design)	85630397	4,278,875	January 22, 2013	Active
	LEONARDOMD RENAISSANCE	86611148	4,866,336	December 8, 2015	Active
	CREATING A RENAISSANCE IN THE DOCTOR-PATIENT RELATIONSHIP	86611133	4,866,335	December 8, 2015	Active
	LEONARDOMD	86611118	4,866,334	December 8, 2015	Active
	LEONARDOMD RENAISSANCE	76407181	2,795,793	December 16, 2003	Active
	CREATING A RENAISSANCE IN THE DOCTOR-PATIENT RELATIONSHIP	76406972	2,767,931	September 23, 2003	Active
	LEONARDOMD	76406971	2,795,792	December 16, 2003	Active