

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERAHEALTH, INC.		05/02/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5699454	LIFESAVING INTELLIGENCE	
Registration Number:	5718882	PERAANALYTICS	
Registration Number:	5706793	PERAHEALTH	
Serial Number:	87570197		
Registration Number:	5423052	PERAMOBILE	
Registration Number:	5718881	PERATREND	
Serial Number:	87569584	PERAWATCH	
Registration Number:	4995714	ROTHMAN	
Registration Number:	4741853	UNIVERSAL PATIENT SCORE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
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		

CH \$240.00 5699454

ATTORNEY DOCKET NUMBER:	248435.000026
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	08/29/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 2, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and PeraHealth, Inc., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 2, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including the copyright registrations described in Exhibit A (collectively, the "Copyrights");

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including the trademark applications and registrations described in Exhibit B (collectively, the "Trademarks");

(c) patents (whether utility or design), patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same, including the patents described in Exhibit C (collectively, the "Patents");

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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

[Signature Page – Intellectual Property Security Agreement]

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PERAHEALTH, INC.

By Gregory G. White
Name: Gregory G. White
Title: Chief Executive Officer

Address for Notices:

Attn: Greg White, Chief Executive Officer
6302 Fairview Road, Suite 310
Charlotte, North Carolina 28210
Tel:
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____
Name: _____
Title: _____

Address for Notices:

Attn: Brian McCabe, Vice President
12011 Sunset Hills Road, Suite 425
Reston, Virginia 20190
Tel: (703) 345-9307
Fax:

provided herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PERAHEALTH, INC.

By

Name:


Title:

Address for Notices:

Attn: Greg White, Chief Executive Officer
6302 Fairview Road, Suite 310
Charlotte, North Carolina 28210
Tel:
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By 

Name: Whitley Mayberry

Title: Relationship Manager

Address for Notices:

Attn: Brian McCabe, Vice President
12011 Sunset Hills Road, Suite 425
Reston, Virginia 20190
Tel: (703) 345-9307
Fax:

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ✓

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark :</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
LIFESAVING INTELLIGENCE	87/570,168	5,699,454	08/15/2017
PERAANALYTICS	87/569,495	5,718,882	08/15/2017
PERAHEALTH	87/570,058	5,706,793	08/15/2017
PERAHEALTH Design Logo	87/570,197		08/15/2017
PERAMOBILE	87/569,770	5,423,052	08/15/2017
PERATREND	87/569,367	5,718,881	08/15/2017
PERAWATCH	87/569,584		08/15/2017
ROTHMAN	86/216,282	4,995,714	03/10/2014
UNIVERSAL PATIENT SCORE	86/216,265	4,741,853	03/10/2014

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
System and Method for Improving Hospital Patient Care by Providing a Continual Measurement of Health	US 8,092,380	11/362,450	Issued	Jan. 10, 2012
Systems and Method for Providing a Continual Measurement of Health	US 8,454,506	13/346,180	Issued	June 4, 2013
Systems and Method for Providing a Continual Measurement of Health	CA 2599387	CA 2599387	Issued	
System and Method for Providing a Health Score for a Patient	US 8,100,829	11/974,696	Issued	Jan. 24, 2012
Systems and Methods for Providing a health Score for a Patient	US 8,403,847	13/356,153	Issued	Mar. 26, 2013
Methods of Assessing Risk Based on Medical Data and Uses Thereof	US 8,355,925	12/582,942	Issued	Jan. 15, 2013
Methods of Assessing Risk Based on Medical Data and Uses Thereof	CA 2739793	CA 2739793	Pending	N/A