

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Damen 4 Management of Illinois, LLC		09/09/2019	Limited Liability Company: DELAWARE
Damen 4 Management, LLC		09/09/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO Innovation Fund, LLC		
Street Address:	500 W Madison Street		
Internal Address:	Suite 1000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4446128	ALIGNED MODERN HEALTH	
Registration Number:	4054039	ALIGNED MODERN	
Registration Number:	4328113		
Registration Number:	4446129	ALIGNED MODERN HEALTH	
Serial Number:	88260362		
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		

OP \$140.00 4446128

DATE SIGNED:	09/09/2019
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Total Attachments: 7

- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page1.tif
- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page2.tif
- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page3.tif
- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page4.tif
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- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page6.tif
- source=LAGO - Aligned Modern Health - IP Security Agreement (9.2019) [EXECUTED]#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 9, 2019 (this "*Agreement*") among LAGO INNOVATION FUND, LLC, a Delaware limited liability company ("*Lender*"), DAMEN 4 MANAGEMENT OF ILLINOIS, LLC, a Delaware limited liability company ("*D4 Mil*") and DAMEN 4 MANAGEMENT, LLC, a Delaware limited liability company ("*D4 M*"; and together with D4 Mil, collectively, the "*Grantors*", and individually, each a "*Grantor*") is made with reference to (A) that certain Loan and Security Agreement, dated as of September 9, 2019 (as amended from time to time, the "*Loan Agreement*"), among Lender and D4 Mil and (B) that certain Security Agreement, dated as of September 9, 2019 (as amended from time to time, the "*Security Agreement*"), between Lender and D4 M. Terms defined in the Loan Agreement and/or Security Agreement have the same meaning when used in this Agreement, as applicable.

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

To secure the Obligations under the Loan Agreement and the Security Agreement, each Grantor, respectively, grants to Lender a security interest in all right, title, and interest of each 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 (collectively, the "*Copyrights*"), including the Copyrights described in **Exhibit A**;

(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 (collectively, the "*Trademarks*"), including the Trademarks described in **Exhibit B**, but excluding any United States intent-to-use trademark applications or intent-to-use service mark applications to the extent and for so long as the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, Borrower's right, title or interest therein or any trademark or service mark issued as a result of such application under applicable Federal Law;

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

(d) mask works, if any, or similar rights available for the protection of semiconductor chips or other products, if any (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, or otherwise recover, any such damages for said use or infringement of the intellectual property rights identified above;

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

(i) 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;

provided, notwithstanding the foregoing, in no event shall Intellectual Property Collateral include Excluded Property.

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 the Security 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 the Security 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 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.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

GRANTORS:

DAMEN 4 MANAGEMENT, LLC,
a Delaware limited liability company

By:  _____

Name: Brian Carey _____

Title: Chief Executive Officer _____

Address for Notices:
DAMEN 4 MANAGEMENT, LLC
225 W. Hubbard Street
#302
Chicago, IL 60654
Attn: Brian Carey
e: brian.carey@alignedmodernhealth.com

DAMEN 4 MANAGEMENT OF ILLINOIS, LLC,
a Delaware limited liability company

By:  _____

Name: Brian Carey _____

Title: Chief Executive Officer _____

Address for Notices:
DAMEN 4 MANAGEMENT OF ILLINOIS, LLC
225 W. Hubbard Street
#302
Chicago, IL 60654
Attn: Brian Carey
e: brian.carey@alignedmodernhealth.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Address for Notices:
LAGO Innovation Fund, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

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

GRANTORS:

DAMEN 4 MANAGEMENT, LLC,
a Delaware limited liability company

DAMEN 4 MANAGEMENT OF ILLINOIS, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for Notices:

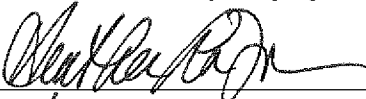
DAMEN 4 MANAGEMENT, LLC
225 W. Hubbard Street
#302
Chicago, IL 60654
Attn: Brian Carey
e: brian.carey@alignedmodernhealth.com

Address for Notices:

DAMEN 4 MANAGEMENT OF ILLINOIS, LLC
225 W. Hubbard Street
#302
Chicago, IL 60654
Attn: Brian Carey
e: brian.carey@alignedmodernhealth.com

LENDER:

LAGO INNOVATION FUND, LLC,
a Delaware limited liability company

By:  _____

Name: Heather LaFreniere

Title: Managing Partner

Address for Notices:

LAGO Innovation Fund, LLC
500 W Madison Street, Suite 1000
Chicago, IL 60661
Attn: Heather La Freniere
e: heather@lagoinnovation.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006740 FRAME: 0219

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>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist



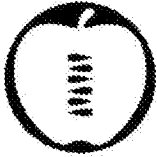
<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
ALIGNED MODERN HEALTH	85723503	4446128		September 7, 2012
ALIGNED MODERN	85174886	4054039		November 11, 2010
	85723543	4328113		September 7, 2012
 aligned MODERN HEALTH	85723523	4446129		September 7, 2012
	88260362			January 14, 2019

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>