OP \$65.00 88482192

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM546138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXCEL HEALTH, LLC		09/13/2019	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Western Alliance Bank
Street Address:	2700 W. Sahara Avenue
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	88482192	TRELLA
Serial Number:	88482181	TRELLA HEALTH

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

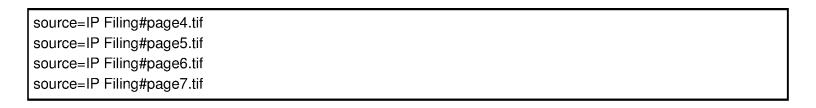
Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	10/22/2019		

Total Attachments: 7

source=IP Filing#page1.tif source=IP Filing#page2.tif source=IP Filing#page3.tif



RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies)/		2. Name and address of receiving party(ies)	Surgery Surger	
EXCEL HEALTH, LLC		Additional names, addresses, or citizenship attached?	☐ Yes ဩ No	
		Name: Western Alliance Bank	57 NO	
☐ Individual(s) ☐ Association		Internal Address:		
☐General Partnership	☐Limited Partnership	Street Address: 2700 M. Cabara Avanus		
☐Corporation	Elemina i araisionip	Street Address: 2700 W. Sahara Avenue		
·		City: <u>Las Vegas</u>		
∐Limited Liability Company		State: NV		
Citizenship: <u>GA</u>				
Execution Date(s): September 13.		Country: <u>USA</u> Zip: <u>891</u>	<u> 02</u>	
Additional names of conveying part	ties attached?			
		Association Citizenship:		
3. Nature of conveyance:		General Partnership Citizenship:		
☐ Assignment	☐ Merger	☐ Limited Partnership Citizenship:		
☐Security Agreement	☐ Change of Name	☑ Corporation Citizenship: <u>AZ</u>		
Other:	LI Ollarige of Name	Other Citizenship:		
Li ono.		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No		
A Application number(s) or ragis	etration number(e) and identi	(Designations must be a separate document from fication or description of the Trademark.	assignment)	
A. Trademark Application No.(s) Se		B. Trademark Registration No.(s) See Attached E	xhibit B ⊠ Yes □No	
C. Identification or Description of Tr	rademark(s) (and Filing Date if	Application or Registration Number is unknown)		
5. Name address of party to whom correspondence concerning document should be mailed: Name: Syed Humza Moinuddin		Total number of applications and registrations involved: 2		
internal Address: Otterbourg P.C.		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card		
Street Address: 230 Park Avenue		Authorized to be charged to deposit account		
		☐ Enclosed		
City: New York		8. Payment Information:		
State: NY	Zip: <u>10169</u>	a. Credit Card Last 4 Numbers		
Phone Number: <u>212-905-3719</u>		Expiration Date		
Fax Number:		b. Deposit Account Number		
		Authorized User Name:		
Email Address: hmoinuddin@ottert	ours.com			
(N/)	Market Control of the		***************************************	
9. Signature:	6	<u>October 21</u>	Tabababayan,	
	Signature	Total number of pages i	Date ncluding cover	
	Syed Humza Moinuddin	sheet, attachments, and		

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 13, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and EXCEL HEALTH, LLC, a Georgia limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank 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 Bank 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 (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 Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B:
- (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 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.

Notwithstanding the foregoing, in no event shall the Intellectual Property Collateral include United States intent to use trademarks or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent to use trademark or service mark application under applicable law.

The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

GRANTOR:

EXCEL HEALTH, LLC, a Georgia limited liability

company

Name: Ian Juliano

Title: Chief Executive Officer

Address for Notices: Excel Health, LLC 3340 Peachtree Rd. NE, Suite 2450

Atlanta, Georgia 30326 Attn: James J. McDevitt, President Email: jmcdevin@trellahealth.com BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By:

Name: Title:

Address for Notices:

Aitn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113 Tel: (408) 556-6501

Fax:(408) 282-1681

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

GRANTOR:	BANK:		
EXCEL HEALTH, LLC, a Georgia limited liability company	WESTERN ALLIANCE BANK, an Arizona corporation		
Ву:	Ву:		
Name: Ian Juliano	Name: DAN WACHER		
Title: Chief Executive Officer	Title: AVP		
Address for Notices: Excel Health, LLC 3340 Peachtree Rd. NE, Suite 2450 Atlanta, Georgia 30326 Attn: James J. McDevitt, President	Address for Notices: Attn: Note Department 55 Almaden Boulevard, Suite 100 San Jose, California 95113 Tel: (408) 556-6501		
Email: jmcdevitt@trellahealth.com	Fax:(408) 282-1681		

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist 🗸

None.

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist □

Mark / Title:	U.S. Serial Number:	Application Filing Date:
TRELLA	88482192	June 20, 2019
TRELLA HEALTH	88482181	June 20, 2019

EXHIBIT C

PATENTS

Please Check if No Patents Exist ✓

None.

RECORDED: 10/22/2019