

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549130

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|---|------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Epion Health, Inc. | | 11/12/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Canadian Imperial Bank of Commerce | | |
| Street Address: | 40 King S. West, | | |
| Internal Address: | Suite 5702 | | |
| City: | Toronto, ON | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 3Y2 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5679325 | EPION HEALTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 3128768000 | | |
| Email: | angelica.pogson@dentons.com | | |
| Correspondent Name: | Dentons US LLP | | |
| Address Line 1: | P.O. Box #061080 | | |
| Address Line 2: | Wacker Drive Station, Willis Tower | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Tiffany L. Schwartz | | |
| SIGNATURE: | /tls/ | | |
| DATE SIGNED: | 11/12/2019 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 12, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”) and EPION HEALTH, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor, among others, are entering into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral including, without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property to the extent constituting Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Lender, upon notice to Grantor, to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

3. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words “execution,” “signed,” “signature” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Epion Health, Inc.
111 River Street, Suite 1230
Hoboken, NJ 07030
Attention: Matt Kulik

GRANTOR:

EPION HEALTH, INC.

By: Joseph C. Blewett
Name: Joseph Blewitt
Title: Chief Executive Officer

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Mark Usher
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Epion Health, Inc.
111 River Street, Suite 1230
Hoboken, NJ 07030
Attention: Matt Kulik

GRANTOR:

EPION HEALTH, INC.

By: _____

Name: Joseph Blewitt

Title: Chief Executive Officer

Address of Lender:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Mark Usher

Title: Managing Director

Authorized Signatory

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

| DESCRIPTION | REGISTRATION/ SERIAL NUMBER | REGISTRATION/ APPLICATION DATE |
|--------------|-----------------------------------|--------------------------------------|
| Epion Health | 5,679,325 | 2/19/19 |