

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualitas Health, Inc.		01/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Viola Credit Five Fund		
Street Address:	12 Abba Eben Blvd.		
City:	Herzliya Pituach		
State/Country:	ISRAEL		
Postal Code:	0		
Entity Type:	Limited Partnership: ISRAEL		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4786543	ALMEGA	
Registration Number:	5439406	IWI	
Serial Number:	87889073	IWI	
Serial Number:	87889080	IWI	
Serial Number:	88514683	ALMEGA18	
Serial Number:	88580236	QUALITAS HEALTH	
Serial Number:	88580296	QUALITAS HEALTH	
Serial Number:	88720639	IWI	
CORRESPONDENCE DATA			
Fax Number:	7132234873		
<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:	713-224-8080		
Email:	mail@emsip.com		
Correspondent Name:	John S. Egbert		
Address Line 1:	1001 Texas Ave., Suite 1250		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	John S. Egbert		
SIGNATURE:	/John S. Egbert/		

OP \$215.00 4786543

DATE SIGNED:

02/28/2020

Total Attachments: 20

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “**Agreement**”), dated as of this 31 day of January, 2019, is made by **Qualitas Health Inc.**, a Delaware corporation (the “**Grantor**”), with an address at 1800 West Loop South, Suite 2100 Houston, TX 77027, in favor of Viola Credit Five Fund, Limited Partnership, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, “**Viola Credit**”), all of which shall be represented exclusively hereunder by Viola Credit Five Management 2015 Ltd. (collectively, “**Viola Management**”).

The Grantor, the Grantor’s parent company Qualitas Health Ltd. (the “**Company**”) and Viola Credit have entered into that certain Financing Agreement (the “**Financing Agreement**”; capitalized terms used herein and not otherwise defined used herein shall have the meanings ascribed to them in the Financing Agreement) to which this Agreement is attached as an exhibit.

The Grantor’s Board of Directors determined that the Financing Agreement will be beneficial to the Grantor and to its business and financial activities and, therefore, to enter into the Financing Agreement and the other ancillary agreements thereto, and for other good and valuable consideration, Viola Credit desires to obtain and the Grantor desires to grant Viola Credit security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Grantor and Viola Credit, intending to be legally bound, hereby agree as follows:

1. Definitions.

- (a) “**Collateral**” shall include all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located, but, for the avoidance of doubt, excluding any of the following which is now or may be hereafter held by the Grantor but not owned by it: (i) accounts, including without limitation the account set forth in Exhibit A; (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents; (vi) chattel paper; (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor’s business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) commercial tort claims, if any; (xii) letter of credit rights; (xiii) general intangibles of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xiv) all property of the Grantor now or hereafter in Viola Credit’s possession or in transit to or from, or under the custody or control of, Viola Credit or any affiliate thereof; (xv) all cash and cash equivalents thereof; (xvi) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof; and (xvii) all ownership interests in its subsidiaries and joint ventures and other entities (if any). The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be delivered in connection herewith after the date hereof, including the Rider to Security Agreement - Copyrights, and the Rider to Security Agreement - Patents.

- (b) “**Obligations**” shall include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Viola Credit pursuant to the Transaction Agreements (excluding the Warrant and the Limited Investment Option (as such terms are defined in the Financing Agreement)), of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money and (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of Viola Credit incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including attorneys’ fees and expenses.
- (c) “**UCC**” means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled “**Governing Law and Jurisdiction**”. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. **Grant of Security Interest.** To secure the Obligations, the Grantor (inter alia, as debtor), hereby assigns and grants to Viola Credit, as secured party, a continuing lien on and security interest in the Collateral. Notwithstanding, the foregoing shall not prohibit or restrict Grantor’s right and ability to make dispositions and transactions with respect to any part of the Collateral as part of its ordinary course of business and subject to the terms and conditions of the Financing Agreement.
3. **Change in Name or Locations.** The Grantor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit A hereto and made part hereof, or if the Grantor changes its name, its type of organization, its state of organization or establishes a name in which it may do business that is not listed as a tradename on Exhibit A hereto, the Grantor will immediately notify Viola Management in writing of the additions or changes.
4. **Representations and Warranties.** Without derogating from any of the Grantor’s and Company’s representations under the Financing Agreement, the Grantor represents, warrants and covenants to Viola Credit that: (a) all information, including its type of organization, jurisdiction of organization and chief executive office are as set forth on Exhibit A hereto and are true and correct on the date hereof; (b) the Grantor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of Viola Credit created by this Agreement (except for Permitted Liens (as such term is defined under the Financing Agreement)); (c) except as herein provided, the Grantor will not hereafter without Viola Credit’s prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to Viola Credit, provided that the foregoing shall not prohibit or restrict Grantor’s right and ability to use, make dispositions and transactions with respect to any part of the Collateral in accordance with the provisions of the Financing Agreement, all subject to the provisions of the Financing Agreement; (d) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, as it deems appropriate in its reasonable judgment.

Grantor represents that as of the date hereof (i) it has no subsidiaries; and (ii) no intellectual property or applications thereto is registered under its name.

5. **Grantor's Covenants.** The Grantor covenants that it shall:

- (a) from time to time and at all reasonable times allow Viola Credit, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral (with coordination with the Grantor). At any time upon an Event of Acceleration (as defined in the Financing Agreement) and without notice to the Grantor, the Grantor agrees that Viola Credit has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to Viola, and that all payments thereon should be made directly to Viola Credit, and that Viola Credit has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor at any time upon an Event of Acceleration;
- (b) keep the Collateral in good order and repair at all times, subject to normal wear and tear, and immediately notify Viola Credit of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;
- (c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and
- (d) have and maintain at all times insurance with reputable insurance companies which is customary for a company of the size, the stage of development and the industry in which the Grantor operates, but in any event with reputable insurers and at least at the same extent and scope as the policies in effect on the Effective Date.

6. **Covenants.** The Grantor will comply with the covenants applicable to it under the Financing Agreement.

7. **Covenants for Accounts.** The Grantor will, on Viola Credit's reasonable demand, make notations on its books and records showing Viola Credit's security interest.

8. **Further Assurances.**

The Grantor will hereby execute and promptly file one or more applicable financing statements pursuant to the UCC in form satisfactory to Viola Credit, and will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by Viola Credit to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by Viola Credit, the Grantor will execute all documentation necessary for obtaining and maintaining perfection of Viola Credit's security interests in the Collateral. It is hereby acknowledged that Grantor shall file one or more financing statements necessary or desirable in order to perfect, preserve and protect Viola Credit's security interests with the applicable governmental agencies at or prior to the Closing Date.

The Grantor confirms that as of the date hereof, it has not filed any applications for the registration of intellectual property (including, but not limited to, trademarks and patents) or has any registered intellectual property which is not described in Exhibit A attached hereto. The Grantor shall be required to promptly inform Viola Credit in writing of its (or any of its subsidiaries', if any) intent to file for registration of intellectual property rights.

At Viola Credit's request, the Grantor will (and, to the extent applicable, will cause its subsidiaries to) execute, in form satisfactory to Viola Credit, a Rider to Security Agreement - Copyrights (if any Collateral consists of registered or unregistered copyrights), a Rider to Security Agreement - Patents (if any Collateral consists of patents or patent applications), a Rider to Security Agreement - Trademarks (if any Collateral consists of trademarks, tradenames or service marks or applications) for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities. All such filings and recordings shall be made by the Grantor prior to or together with the registration of any intellectual property right and all expenses related thereto shall be borne by the Grantor.

If any Collateral consists of letter of credit rights, electronic chattel paper, deposit accounts or supporting obligations not maintained with Viola Credit or one of its affiliates, or any securities entitlement, securities account, commodities account, commodities contract or other investment property, then at Viola Credit's request the Grantor will execute, and will cause the depository institution or securities intermediary upon whose books and records the ownership interest of the Grantor in such Collateral appears, to execute such Pledge Agreements, Notification and Control Agreements or other agreements as Viola Credit deems necessary in order to perfect, prioritize and protect its security interest in such Collateral, in each case in a form satisfactory to Viola Credit.

9. Events of Acceleration. Section 3 of the Financing Agreement is incorporated herein by reference.

The Grantor will not, through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Grantor, but will at all times in good faith assist in the carrying out of all the provisions of this Agreement and in the taking of all such action as may be necessary or appropriate in order to protect the rights of Viola Credit against impairment.

10. Remedies. Without derogating from the provisions of the Financing Agreement, Viola Credit may, upon any or all Obligations secured hereby becoming due and payable and at any time thereafter, have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. Viola Credit's remedies include, but are not limited to, the right to (a) peaceably by its own means or with judicial assistance enter the Grantor's premises and take possession of the Collateral without prior notice to the Grantor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Grantor's premises, (d) require the Grantor to assemble the Collateral and make it available to Viola Credit at a place designated by Viola Credit, and (e) notify the United States Postal Service to send the Grantor's mail to Viola Credit. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Viola Credit will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Grantor at least five (5) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for disposition, disposing or the like shall include Viola Credit attorneys' fees and legal expenses, incurred or expended by Viola Credit to enforce any payment due it under this Agreement either as against the Grantor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Grantor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

11. Power of Attorney. The Grantor does hereby make, constitute and appoint any officer or agent of Viola Credit as the Grantor's true and lawful attorney-in-fact, with power to (a) during the existence of an Event of Acceleration endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into Viola Credit possession in full or part payment of any Obligations; (b) during the existence of an Event of Acceleration sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (c) at any time following the Effective Date, sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

12. Payment of Expenses. Without derogating from the provisions contained herein, the Grantor shall pay, upon demand, all costs, charges and expenses (including attorney's fees), incurred by Viola Credit in enforcing its rights and remedies hereunder. Such costs, charges and expenses shall be recoverable by Viola Credit as part of the Obligations.

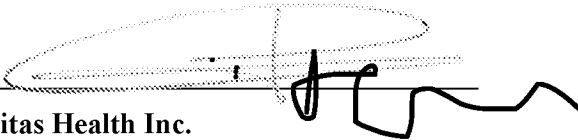
13. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“**Notices**”) must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party’s address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.
14. **Preservation of Rights.** No delay or omission on Viola Credit’s part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will Viola Credit’s action or inaction impair any such right or power. Viola Credit’s rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which Viola Credit may have under other agreements, at law or in equity.
15. **Illegality.** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.
16. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by Viola Credit, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.
17. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) together with the Financing Agreement and the agreements ancillary thereto constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
18. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
19. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Grantor and Viola Credit and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Grantor may not assign this Agreement in whole or in part without Viola Credit’s prior written consent and Viola Credit at any time may assign this Agreement in whole in accordance with the terms of the Financing Agreement.
20. **Interpretation.** In this Agreement, unless Viola Credit and the Grantor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word “or” shall be deemed to include “and/or”, the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with US GAAP. If this Agreement is executed by more than one Grantor, the obligations of such persons or entities will be joint and several.

21. **Indemnity.** The Grantor agrees to indemnify Viola Credit, the legal entity, if any, who controls Viola Credit and its respective directors, officers and employees (the “**Indemnified Parties**”) and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all reasonable, documented, out of pocket fees and charges of external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Grantor), in connection with or arising out of or relating to the matters referred to in this Agreement or the Obligations, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Grantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority ; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of the Obligations and assignment of any rights hereunder. The Grantor may participate at its expense in the defense of any such claim.
22. **Governing Law and Jurisdiction.** This Agreement has been delivered to and accepted by Viola Credit and will be deemed to be made in the State of Delaware. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF VIOLA CREDIT IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** The Grantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in any county or judicial district in the State of Delaware; provided that nothing contained in this Agreement will prevent Viola Credit from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. Viola Credit and the Grantor agree that the venue provided above is the most convenient forum for both Viola Credit and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.
23. **WAIVER OF JURY TRIAL.** **EACH OF THE GRANTOR AND VIOLA IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND VIOLA ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**
24. **Authority to Act.** The parties hereto acknowledge that Viola Management has the authority to take any and all actions on behalf of Viola Credit in connection with this Agreement and the Collateral, including, but not limited to, exercising all rights and remedies of Viola Credit hereunder.
25. **Termination of Security Interests.** Upon the indefeasible payment in full of the Obligations, the security interests granted hereby shall immediately terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, Viola Credit shall, at the Grantor’s expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

{Remainder of page intentionally left blank}

The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.



Qualitas Health Inc.

By Miguel Calatayud

Title CEO

Viola Credit Five Fund, Limited Partnership

By:

VIOLA CREDIT FIVE MANAGEMENT
2015 LTD.

By _____

Title _____

[Signature page Subsidiary Security Agreement]

The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

Qualitas Inc.

By _____

Title _____

Viola Credit Five Fund, Limited
Partnership

By: 

VIOLA CREDIT FIVE MANAGEMENT
2015 LTD.

By Timor Arbet Sadras

Title General Partner

Ruth Simha

Founder, General Partner

[Signature page Subsidiary Security Agreement]

**EXHIBIT A
TO SECURITY AGREEMENT**

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company): corporation.
2. Grantor's State of organization, if a registered organization (i.e., corporation, limited partnership or limited liability company): Delaware
3. Grantor's principal residence, if a natural person or general partnership: _____
4. Address of Grantor's chief executive office, including the County: _____
5. Grantor's EIN, if not a natural person: _____
6. Grantor's organizational ID# (if any exists):
7. Address for books and records, if different:
8. Addresses of other Collateral locations, including Counties, for the past five (5) years:
9. Name and address of landlord or owner if location is not owned by the Grantor:
10. Other names or tradenames now or formerly used by the Grantor:
11. List of all existing Commercial Tort Claims (by case title with court and brief description of claim):
12. List of registered intellectual property and applications for the registration of intellectual property:
13. List of bank accounts:
13. Description of holdings in subsidiaries and other corporate entities (name of entity, type of security and number of securities held):

**RIDER TO SECURITY AGREEMENT
Patents and Trademarks**

~~December~~ ^{January} THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this ~~1st~~ ^{1st} day of ~~December~~, 2019, by and between Qualitas Health Inc., a Delaware corporation (the "Grantor"), with an address at 1800 West Loop South, Suite 2100 Houston, TX 77027, in favor of Viola Credit Five Fund, Limited Partnership (collectively, the "Secured Party"), with an address at 12 Abba Eben Blvd., Herzliya Pituach, Israel. This Rider is incorporated into and made part of that certain Security Agreement ("Security Agreement") between the Grantor and the Secured Party dated January 31, 2019 and also into certain other financing documents and security agreements executed by and between the Grantor and the Secured Party (all such documents, as amended from time to time, including this Rider being collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

The Grantor has adopted, used and is (and may be in the future) using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

The Grantor is (and may be in the future) the owner of the patents and patent applications set forth in Schedule B attached hereto (such patent and patent applications, together with all future patents and applications therefore owned by the Grantor and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions, collectively, the "Patents").

The Grantor is or may be in the future the owner of certain copyrights and other intellectual property rights (whether registered or unregistered), or file any application for the registration thereof (collectively, the "Other IP Rights"). A list of the registered and application for registration of Other IP Rights, as in effect on the date hereto, is set forth in Schedule C attached hereto.

The Secured Party desires to acquire a lien and security interest on the Trademarks, Patents, Other IP Rights and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Secured Party, and the Secured Party desires to have its security interest in such Trademarks, Patents and Other IP Rights confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Secured Party in all its present and future right, title and interest in and to the Trademarks, Patents, and Other IP Rights together with all the goodwill associated with and represented by the Trademarks, Patents, Other IP Rights, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks and Patents are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the

best of the Grantor's knowledge, there is no reason why the Trademarks or Patents should be adjudged invalid or unenforceable; (b) to the Grantor's knowledge, each of the Trademarks and Patents is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, Patents and Other IP Rights and each of the Trademarks, Patents and Other IP Rights is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) where necessary, the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks or Patents may become invalidated, abandoned, unenforceable, forfeited or dedicated to the public; the Grantor shall notify the Secured Party promptly if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Covenants. The Grantor further covenants to the Secured Party that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks, Patents and Other IP Rights in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Secured Party's rights hereunder; and (c) if the Grantor registers, files an application for registration or acquires ownership rights to any Trademark, Patent or Other IP Rights the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Secured Party prompt written notice thereof along with an amended Schedule A, Schedule B or Schedule C, as applicable; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks, Patents and Other IP Rights.

4. Negative Pledge. Except as provided for in the Financing Agreement, the Grantor will not hereafter sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks, Patents or Other IP Rights without prior written consent of the Secured Party. The Grantor shall defend the Trademarks, Patents and Other IP Rights against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, Patents or Other IP Rights, and will defend the right, title and interest of the Secured Party in and to any of the Grantor's rights under the Trademarks, Patents or Other IP Rights against the claims or demands of all persons whatsoever.

5. No Additional Trademarks, Patents and Other IP Rights. As of the date hereof, the Grantor does not own any Trademarks, Patents or Other IP Rights which are registered or have any Trademarks, Patents or Other IP Rights registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A, Schedule B and Schedule C annexed hereto and made a part hereof.

6. Pledge of Additional Trademarks, Patents and Other IP Rights. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark, Patent or Other IP Rights with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark, Patent or Other IP Rights which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Secured Party thereof, and, upon request of the Secured Party shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such Trademark, Patent or Other IP Rights and the goodwill of the Grantor associated thereto or represented thereby. Upon the occurrence and continuance of an Event of Acceleration Grantor hereby grants the Secured Party a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, Schedule B or Schedule C, as applicable, to include any future Trademarks, Patents and Other IP Rights, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

7. **Remedies Upon Event Of Acceleration.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Acceleration exists under the Loan Documents, the Grantor hereby covenants and agrees that the Secured Party, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and Other IP Rights covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Acceleration under the Loan Documents and while such default or Event of Acceleration exists, the Grantor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Trademarks, Patents or Other IP Rights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents or Other IP Rights to anyone else, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents or Other IP Rights to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities, as applicable.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of all parties herein.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Secured Party shall be in addition to any rights and remedies granted to the Secured Party under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall prevail. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Secured Party shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks, Patents and Other IP Rights in the Grantor and/or terminate any interest of the Secured Party therein.

11. **Prosecution of Applications.** (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark, patent or Other IP Rights application with respect to the Trademarks, Patents or Other IP Right pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all

rights in the registration and grant of the Trademarks, Patents or Other IP Rights, to halt any infringement of the Trademarks, Patents or Other IP Rights and upon reasonable request of the Secured Party, the Grantor shall make federal application on registrable but unregistered Trademarks Patents and Other IP Rights owned by the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks, Patents or Other IP Rights shall be borne by the Grantor. The Grantor shall not abandon any registered Trademark, Patents or Other IP Rights without the written consent of the Secured Party.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents or Other IP Rights in which event the Secured Party may, if the Grantor deems it necessary or after an Event of Acceleration under the Loan Documents, be joined as a nominal party to such suit if the Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Secured Party in the fulfillment of the provisions of this paragraph.

12. Secured Party's Rights. To the extent the Grantor fails to take any reasonable action to reasonably preserve, defend, protect, maintain, record or enforce its obligations herein, or the right, title and interest granted the Secured Party herein, as reasonably determined by the Secured Party, the Secured Party may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Secured Party to achieve the foregoing, and any such payment shall be deemed an advance by the Secured Party to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

13. Protection of Rights. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark or in breach of Grantor's rights in any of the Patents or Other IP Rights, or of any claim of any Security Interest in or to the Trademarks, Patents or Other IP Rights the Grantor shall promptly notify the Secured Party of such use, breach or Security Interest and, if requested by the Secured Party, shall join with the Secured Party, at the Grantor's expense, in such action as the Secured Party, in its reasonable discretion, may deem advisable for the protection of the Secured Party's interest in and to the Trademarks, Patents or Other IP Rights, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks, Patents or Other IP Rights.

14. Additional Remedies. Upon the occurrence of an Event of Acceleration under the Loan Documents, the Secured Party may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Secured Party's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Secured Party in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Secured Party in protecting, defending and maintaining the Trademarks, Patents and Other IP Rights.

15. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

16. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

Qualitas Health, Inc.

By 

Title Miguel Calatayud, CEO

Qualitas Health, Inc.

By _____

Title _____

Viola Credit Five Fund, Limited
Partnership

By:

VIOLA CREDIT FIVE MANAGEMENT
2015 LTD.

By _____

Title _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.



Qualitas Health, Inc.

By Yoni Glickman
Title Director

Qualitas Health, Inc.
By _____
Title _____

Viola Credit Five Fund, Limited Partnership
By:
VIOLA CREDIT FIVE MANAGEMENT
2015 LTD.
By _____
Title _____

WITNESS the due execution hereof as a document under seal, as of the date first written above.

Qualitas Health, Inc.

By _____

Title _____

Qualitas Health, Inc.

By _____

Title _____

**Viola Credit Five Fund, Limited
Partnership**

By:

VIOLA CREDIT FIVE MANAGEMENT
2015 LTD.

By *R. Simha*

Title

Ruthi Simha

Founder, General Partner

**SCHEDULE A TO
RIDER TO SECURITY AGREEMENT - TRADEMARKS**

NAME	REF. NUMBER	FILING DATE	REGISTRATION DATE
"ALMEGA"	4,786,543	10/31/2013	8/4/2015
"IWI" in Class 5 and 29	5,439,406	2/8/2017	4/3/2018
"IWI" in Class 5	87/889,073	4/23/2018	
"IWI AND DESIGN"	87/889,080	4/23/2018	
"IWI" in Class 5 in Mexico	1871310	4/16/2018	4/16/2018
"ALMEGA18"	88/514,683	7/15/2019	
"QUALITAS HEALTH"	88/580,236	8/15/2019	
"QUALITAS HEALTH AND DESIGN"	88/580,296	8/15/2019	
"IWI" in Canada	1827864	3/17/2017	
"IWI AND DESIGN" New Logo	88/720,639	12/9/2019	

**SCHEDULE B TO
RIDER TO SECURITY AGREEMENT - PATNETS**

Attorney Ref	Country	Application No.	Status	Filing Date	Pub. No.	Pub. Date	Patent No.	Issue Date
QLTSP001AU	Australia	2013371074	Issued	6/12/2015			2013371074	11/8/2018
QLTSP001CA	Canada	2894709	Pending	6/10/2015				
QLTSP001EP	European Patent Office	13867433.8	Published	7/9/2015	2934505	10/28/2015		
QLTSP001IN	India	2013/KOLNP/2015	Pending	7/1/2015				
QLTSP001JP	Japan	2015-549635	Published	6/23/2015	2016-504999	2/18/2016		
QLTSP001KR	Korea	10-2015-7020271	Published	7/24/2015	10-2015-0110555	10/2/2015		
QLTSP001MX	Mexico	MX/a/2015/008199	Pending	6/22/2015				
QLTSP001NZ	New Zealand	709083	Pending	6/12/2015				
QLTSP001NZD1	New Zealand	749326	Pending	12/14/2018				
QLTSP001SGD1	Singapore	10201709538Q	Pending	11/20/2017				
QLTSP001ZA	South Africa	2015/04480	Issued	6/22/2015			2015/04480	11/29/2017
QLTSP001US	United States	13/797,802	Issued	3/12/2013	20140179781	6/26/2014	9629820	4/25/2017
QLTSP001AUS	United States	14/651,665	Issued	6/12/2015	20170035719	2/9/2017	10123986	11/13/2018
QLTSP001CIUS	United States	15/493,148	Issued	4/21/2017	20170304247	10/26/2017	10039734	8/7/2018