

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578863

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANO HEALTH, LLC		06/01/2020	Limited Liability Company: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	PENNANTPARK INVESTMENT ADMINISTRATION, LLC
<b>Street Address:</b>	590 MADISON AVENUE, 15TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88778815	CANOPANORAMA
Serial Number:	88778822	CANOPANORAMA
Serial Number:	87674696	CANO DENTAL
Serial Number:	87674716	CANODENTAL
Serial Number:	87573793	CANOHEALTH
Serial Number:	86653847	CANO HEALTH
Serial Number:	86350133	"MODERN MEDICINE. FAMILY VALUES."
Serial Number:	86348090	CANO
Serial Number:	86348113	
Serial Number:	86347772	"MEDICINA DE PRIMERA. ATENCION DE FAMILI
Serial Number:	86145821	CANO HEALTH

## CORRESPONDENCE DATA

Fax Number: 6178568201

*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: 6178568145

Email: ip@brownrudnick.com

Correspondent Name: BROWN RUDNICK LLP

CH \$290.00 88778815

**Address Line 1:** ONE FINANCIAL CENTER  
**Address Line 4:** BOSTON, MASSACHUSETTS 02111

**ATTORNEY DOCKET NUMBER:** 28228/15

**NAME OF SUBMITTER:** MARK S. LEONARDO

**SIGNATURE:** /Mark S. Leonardo/

**DATE SIGNED:** 06/01/2020

**Total Attachments: 8**

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 1, 2020, is made by each of the signatories hereto (the "Grantors"), in favor of PennantPark Investment Administration, LLC, as Administrative Agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 23, 2016 (the "Original IP Security Agreement"), by and among the Borrower, Holdings, the other Grantors from time party thereto and Administrative Agent, the Grantors from time to time party thereto executed an agreement for recording with the United States Patent and Trademark Office, the United States Copyright office and other governmental authorities.

WHEREAS, pursuant to that certain Amended and Restated Credit and Guaranty Agreement, dated as of December 10, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, Holdings, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Administrative Agent, the parties thereto agreed to amend and restate the Original Credit Agreement in its entirety upon the terms and subject to the conditions set forth therein;

WHEREAS, the parties are entering into that certain Eighth Amendment to Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof (the "Eighth Amendment"), by and among the Borrower, Holdings, the other Guarantors from time to time party thereto and the Administrative Agent;

WHEREAS, the parties are entering into that certain Second Amended and Restated Security and Pledge Agreement, dated as of the date hereof (the "Second Restated Security Agreement"), by and among Borrower, Holdings, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Administrative Agent;

WHEREAS, as a condition precedent to the Administrative Agent and Lenders entering into and/or continuing to perform under the Eighth Amendment, the Credit Agreement and the Second Restated Security Agreement, Borrower, Holdings and the other Grantors from time to time party hereto have agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Administrative Agent and Lenders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the Patents (as defined in the Security Agreement) set forth on Schedule A hereto;
- (b) the Trademarks (as defined in the Security Agreement) set forth on Schedule B hereto; and
- (c) the Copyrights (as defined in the Security Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Financing Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Financing Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (including by “.pdf” or “.tif”) shall be as effective as delivery of a manually signed original.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

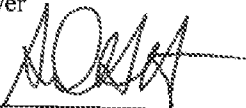
SECTION 8. Amendment and Restatement. This Agreement shall be deemed to amend, restate and replace the Original IP Security Agreement in its entirety. It is expressly understood and agreed by each of the parties hereto that this Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement. Each Grantor acknowledges and agrees that (i) each reference in the Financing Documents to the “IP Security Agreement” or similar terms shall be a reference to this Agreement and (ii) with respect to matters prior to the date of this Agreement, all terms of the Original IP Security Agreement are ratified and confirmed.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

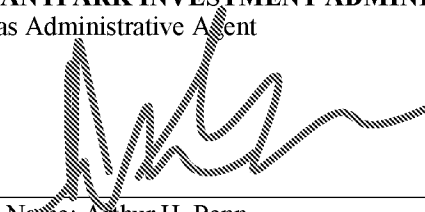
**GRANTORS:**

**CANO HEALTH, LLC**, a Florida limited liability company,  
as Borrower

By:   
Name: Steven Haft  
Title: Chief Financial Officer

*[Signature Page to Amended and Restated IP Security Agreement]*

**PENNANTPARK INVESTMENT ADMINISTRATION,  
LLC, as Administrative Agent**



By:

\_\_\_\_\_  
Name: Arthur H. Penn  
Title: Managing Member

*[Signature Page to Amended and Restated IP Security Agreement]*

**TRADEMARK  
REEL: 006949 FRAME: 0697**

SCHEDULE A  
TO THE AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

None.

SCHEDULE B  
TO THE AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

<b>Company</b>	<b>Application / Registration Number</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Registration Date</b>
Cano Health, LLC	<b>App</b> 88778815 / <b>Reg</b> pending	CANOPANORAMA <i>Stylized Letters</i>	United States	January 30, 2020	Pending
Cano Health, LLC	<b>App</b> 88778822 / <b>Reg</b> pending	CANOPANORAMA	United States	January 30, 2020	Pending
Cano Health, LLC	<b>App</b> 87674696 / <b>Reg</b> 5614751	CANO DENTAL	United States	November 7, 2017	November 27, 2018
Cano Health, LLC	<b>App</b> 87674716 / <b>Reg</b> 5620408	CANODENTAL  <i>Word and Design</i>	United States	November 7, 2017	December 4, 2018
Cano Health, LLC	<b>App</b> 87573793 / <b>Reg</b> 5646321	CANOHEALTH <i>Word and Design</i>	United States	August 17, 2017	January 8, 2019
Cano Health, LLC	<b>App</b> 86653847 / <b>Reg</b> 4926286	CANO HEALTH	United States	June 5, 2015	March 29, 2016
Cano Health, LLC	<b>App</b> 86350133 / <b>Reg</b> 4757572	"MODERN MEDICINE. FAMILY VALUES."  <b>Cross References:</b> MODERN MEDICINE FAMILY VALUES	United States	July 28, 2014	June 16, 2015
Cano Health, LLC	<b>App</b> 86348090 / <b>Reg</b> 4938573	CANO	United States	July 25, 2014	April 12, 2016
Cano Health, LLC	<b>App</b> 86348113 / <b>Reg</b> 4956569	<i>Design Only</i>	United States	July 25, 2014	May 10, 2016
Cano Health, LLC	<b>App</b> 86347772 / <b>Reg</b> 4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILIA."  <b>Cross References:</b>	United States	July 25, 2014	September 15, 2015



		MEDICINA DE PRIMERA ATENCION DE FAMILIA <b>Translation:</b> FIRST CLASS MEDICINE. FAMILY ATTENTION			
Cano Health, LLC	<b>App</b> 86145821 / <b>Reg</b> 4583713	CANO HEALTH	United States	December 17, 2013	August 12, 2014

SCHEDULE C  
TO THE AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

None.

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