

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANO HEALTH, LLC		06/01/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Pembroke Agent LLC		
Street Address:	375 Park Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4926286	CANO HEALTH	
Registration Number:	4757572	"MODERN MEDICINE. FAMILY VALUES."	
Registration Number:	4938573	CANO	
Registration Number:	4956569		
Registration Number:	4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILI	
Registration Number:	4583713	CANO HEALTH	
Serial Number:	88778815	CANOPANORAMA	
Serial Number:	88778822	CANOPANORAMA	
Registration Number:	5614751	CANO DENTAL	
Registration Number:	5620408	CANODENTAL	
Registration Number:	5646321	CANOHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Alan Wen		

CH \$290.00 4926286

Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Alan Wen - 34353.0062

NAME OF SUBMITTER: Alan Wen

SIGNATURE: /Alan Wen/

DATE SIGNED: 06/01/2020

Total Attachments: 9

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Anything herein to the contrary notwithstanding, the priority and/or the exercise of any right or remedy with respect to the liens and security interests securing the obligations evidenced by this agreement, and certain of the rights of the parties hereto are subject to the provisions of (i) the Intercreditor Agreement, dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan - Revolver Intercreditor Agreement"), by and among FIFTH THIRD BANK, as Revolving Loan Administrative Agent, PENNANTPARK INVESTMENT ADMINISTRATION, LLC, as First Lien Term Loan Administrative Agent, and PEMBROKE AGENT, LLC, as Second Lien Term Loan Administrative Agent and (ii) the First Lien/Second Lien Intercreditor Agreement, dated as of June 1, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between PENNANTPARK INVESTMENT ADMINISTRATION, LLC, as First Lien Agent, and PEMBROKE AGENT, LLC, as Second Lien Agent. In the event of any conflict between the terms of the Term Loan-Revolver Intercreditor Agreement, the Intercreditor Agreement and this agreement with respect to the exercise of any right or remedy with respect to any lien and security interest, the conflict shall be resolved in the following order of priority (i) first, the terms of the Term Loan-Revolver Intercreditor Agreement shall govern and control, (ii) second, the terms of the Intercreditor Agreement shall govern and control

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of June 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by each of the signatories hereto (the "Grantors"), in favor of Pembroke Agent 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 or the Security Agreement (as defined below), as applicable.

RECITALS

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of June 1, 2020 (as it may be amended, amended and restated, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cano Health, LLC, a Florida limited liability company, as Borrower, Primary Care (ITC) Intermediate Holdings, LLC, as Holdings and as a Guarantor, the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Pembroke Agent LLC, as Administrative Agent, the Lenders have agreed to make Term Loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security and Pledge Agreement dated as of June 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to extend the Term Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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 set forth on Schedule A hereto;
- (b) the Trademarks set forth on Schedule B hereto; and
- (c) the Copyrights 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 the Administrative Agent or any Lender 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 Credit 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/or the United States Copyright Office, as applicable. 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 shall be deemed to be an original with the same effect as if the signatures hereto were upon the same instrument. 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 executed counterpart hereof.

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 and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 7. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions

shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SECTION 8. Miscellaneous. This Agreement shall be binding upon each Grantor, its successors and assigns and shall inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and its successors and permitted assigns. This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as set forth in the Credit Agreement. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

[Remainder of Page Intentionally Blank]

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

GRANTORS:

CANO HEALTH, LLC

By: 

Name: Steven Haft

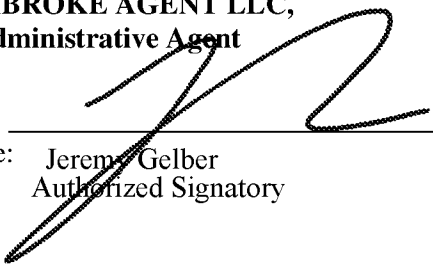
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

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Accepted and agreed to as of the date first above written.

**PEMBROKE AGENT LLC,
as Administrative Agent**

By: 
Name: Jeremy Gelber
Title: Authorized Signatory



SCHEDULE A
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT



Patents and Patent Applications

None.

SCHEDULE B
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Company	Application / Registration Number	Title	Jurisdiction	Filing Date	Registration Date
Cano Health, LLC	App 86653847 / Reg 4926286	CANO HEALTH 	United States	June 5, 2015	March 29, 2016
Cano Health, LLC	App 86350133 / Reg 4757572	"MODERN MEDICINE. FAMILY VALUES."	United States	July 28, 2014	June 16, 2015
Cano Health, LLC	App 86348090 / Reg 4938573	CANO	United States	July 25, 2014	April 12, 2016
Cano Health, LLC	App 86348113 / Reg 4956569	<i>Design Only</i> 	United States	July 25, 2014	May 10, 2016
Cano Health, LLC	App 86347772 / Reg 4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILIA."	United States	July 25, 2014	September 15, 2015
Cano Health, LLC	App 86145821 / Reg 4583713	CANO HEALTH	United States	December 17, 2013	August 12, 2014
Cano Health, LLC	App 88778815 Reg pending	<i>Canopanorama</i> 	United States	January 30, 2020	
Cano Health, LLC	App 88778822 Reg pending	CANOPANORAMA	United States	January 30, 2020	
Cano Health,	App 87674696	CANO DENTAL	United	November	November 27,

Company	Application / Registration Number	Title	Jurisdiction	Filing Date	Registration Date
LLC	Reg 5614751		States	7, 2017	2018
Cano Health, LLC	App 87674716 Reg 5620408	 CanoDental	United States	November 7, 2017	December 4, 2018
Cano Health, LLC	App 87573793 Reg 5646321	 CanoHealth	United States	August 17, 2017	January 8, 2019

SCHEDULE C
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

None.

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RECORDED: 06/01/2020

**TRADEMARK
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