

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chartwise Medical Systems, Inc.		06/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87320330	CHARTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122691747		
<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>			
<b>Phone:</b>	3122698000		
<b>Email:</b>	marden@nge.com		
<b>Correspondent Name:</b>	Katherine Dennis Nye		
<b>Address Line 1:</b>	Two North LaSalle Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>ATTORNEY DOCKET NUMBER:</b>	025942.0040		
<b>NAME OF SUBMITTER:</b>	Katherine Dennis Nye		
<b>SIGNATURE:</b>	/Katherine Dennis Nye/		
<b>DATE SIGNED:</b>	06/24/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 22, 2020, is made by CHARTWISE MEDICAL SYSTEMS, INC., a Delaware corporation (the "Grantor"), in favor of CIBC BANK USA (the "Lender").

### RECITALS

WHEREAS, Grantor has entered into a Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make certain loans to Grantor and pursuant to which Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired IP Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing item 1, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto;
- (3) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (4) all products and proceeds of the foregoing item (3), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof;
- (5) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any renewals thereof;
- (6) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto; and

- (7) all products and proceeds of the foregoing items (5) and (6), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3, and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (all of the foregoing items (1) through (7) being herein collectively referred to as the “IP Collateral”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of Grantor and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

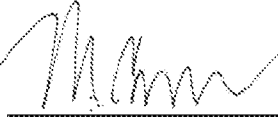
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

CHARTWISE MEDICAL SYSTEMS, INC.

By  \_\_\_\_\_

Name: Mary E. Cooper

Title: Chief Financial Officer, Chief  
Operating Officer & Secretary

Acknowledged and agreed to:

**LENDER:**

CIBC BANK USA

By: \_\_\_\_\_

Name: Andrew Kirk

Title: Managing Director

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**GRANTOR:**

CHARTWISE MEDICAL SYSTEMS, INC.

By: \_\_\_\_\_

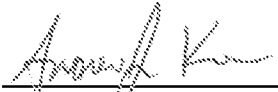
Name: Mary E. Cooper

Title: Executive Vice President & Secretary

Acknowledged and agreed to:

**LENDER:**

CIBC BANK USA

By:  \_\_\_\_\_

Name: Andrew Kirk

Title: Managing Director

SCHEDULE 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Patents and Patent Applications

ISSUED PATENTS:

None.

PATENT APPLICATIONS:

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
NotePath (provisional patent application)	62/917,604	12/17/18

SCHEDULE 2  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<b>Reg. No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Status</b>	<b>Registration Date</b>	<b>Mark</b>
5294795	87320330	USA	Active	2/1/2017	ChartWise

Trademark Applications

None.



SCHEDULE 3  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

Copyright Applications

None.

Copyright Licenses

None.