

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590274

<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>
COHERO HEALTH, INC.		11/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THREE LEAF VENTURES, LLC		
<b>Street Address:</b>	252 CLAYTON ST., 4TH FLOOR		
<b>City:</b>	DENVER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80206		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>Name:</b>	ZAFFRE INVESTMENTS, LLC		
<b>Street Address:</b>	101 HUNTINGTON AVENUE, SUITE 1300		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>Name:</b>	WOOLLY BUGGER II, LLC		
<b>Street Address:</b>	12 EAST 49TH STREET, 11TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4902330	COHEROHEALTH	
<b>Registration Number:</b>	4765245	ASTHMAHERO	
<b>Registration Number:</b>	5001187	BREATHE SMARTER	
<b>Registration Number:</b>	5156786	BREATHE SMART	
<b>Registration Number:</b>	5125292	HEROTRACKER	
<b>Registration Number:</b>	5228761	COHERO HEALTH	
<b>Registration Number:</b>	5048033	COHERO HEALTH	

CH \$315.00 4902330

Property Type	Number	Word Mark
Serial Number:	87732849	
Serial Number:	87732928	COHERO
Serial Number:	88255376	MSPIROMETER
Serial Number:	88255350	CSPIROMETER
Serial Number:	88357809	POWERED BY COHERO

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (858) 550-6412  
**Email:** lortiz@cooley.com  
**Correspondent Name:** LISA ORTIZ  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	331000-100
<b>NAME OF SUBMITTER:</b>	LISA ORTIZ
<b>SIGNATURE:</b>	/LISA ORTIZ/
<b>DATE SIGNED:</b>	08/04/2020

**Total Attachments: 40**

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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** dated as of November 7, 2019 (“*Security Agreement*”), is made by and among **COHERO HEALTH, INC.**, a Delaware corporation (“*Grantor*”), the secured parties listed on the signature pages hereto (each, a “*Secured Party*” and, collectively, with any Additional Secured Parties who become party to this Agreement pursuant to Section 12, the “*Secured Parties*”).

### RECITALS

**A.** Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by that certain Note Purchase Agreement dated November 7, 2019 by and among Grantor and the Purchasers party thereto (the “*Purchase Agreement*”) and those certain Senior Secured Convertible Promissory Notes executed by Grantor in favor of each Secured Party and issued pursuant to the Purchase Agreement (each, a “*Note*” and, collectively, the “*Notes*”), such advances, future advances, and financial accommodations being referred to herein as the “*Loans.*” Capitalized terms used herein but undefined shall have the meanings ascribed to such terms in the Purchase Agreement.

**B.** The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to the Secured Parties this Security Agreement.

### AGREEMENT

**NOW, THEREFORE,** in order to induce the Secured Parties to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

**1. DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“*Bankruptcy Code*” means Title XI of the United States Code.

“*Collateral*” shall have the meaning assigned to such term in **Section 2** of this Security Agreement.

“*Contracts*” means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases (other than any real property leases to which the Grantor is now or may in the future be a party), licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

**“Copyright License”** means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party.

**“Copyrights”** means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Grantor) by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Grantor) or acquired by Grantor, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

**“Event of Default”** means (i) any failure by Grantor forthwith to pay or perform any of the Secured Obligations when due, (ii) any material breach by Grantor of any warranty, representation, or covenant set forth herein, and (iii) any “Event of Default” as defined in the Notes.

**“Intellectual Property”** means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include, in any event, any Copyright, Trademark, Patent, License, trade secret, customer list, marketing plan, internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or patentable), technical information, procedure, design, knowledge, know-how, software, data base, data, skill, expertise, recipe, experience, process, model, drawing, material or record.

**“License”** means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

**“Lien”** means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

“**Money**” means a medium of exchange authorized or adopted by a domestic or foreign government and includes a monetary unit of account established by an intergovernmental organization or by agreement between two or more nations.

“**Patent License**” means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder).

“**Patents**” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

“**Permitted Lien**” means: (a) any Liens existing on the date of this Security Agreement and set forth on **Schedule A** attached hereto; (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; (c) Liens (A) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such Equipment or indebtedness (including capital leases) incurred solely for the purpose of financing the acquisition of such Equipment or (B) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (d) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Grantor’s business if such are not otherwise prohibited under this Security Agreement and do not interfere in any material respect with the business of Grantor; (e) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (f) Liens arising from judgments, decrees or attachments to the extent and only so long as (A) such judgment, decree or attachment has not caused or resulted in an Event of Default and (B) such Liens do not, in the aggregate, exceed \$25,000 outstanding at any one time; (g) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Grantor; (h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (i) Liens arising solely by virtue of any statutory or common law provision relating to banker’s liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; and (j) Liens in favor of a securities intermediary pursuant to such securities intermediary’s customary customer account agreement; provided that any such Liens shall at no time secure any indebtedness or obligations other than customary fees and charges payable to such securities intermediary.

**“Pro Rata”** means, as to any Secured Party at any time, the percentage equivalent at such time of such Secured Party’s aggregate unpaid principal amount of Loans, divided by the combined aggregate unpaid principal amount of all Loans of all Secured Parties.

**“Requisite Purchasers”** shall have the meaning assigned to such term in the Purchase Agreement.

**“Secured Obligations”** means (a) the obligation of Grantor to repay the Secured Parties all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loans and (b) the obligation of Grantor to pay any fees, costs and expenses of Secured Party under the Notes, the Purchase Agreement or this Security Agreement.

**“Security Agreement”** means this Security Agreement and all Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

**“Trademark License”** means any agreement, whether in written or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder).

**“Trademarks”** means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the **“Marks”**); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

**“UCC”** means the Uniform Commercial Code as the same may from time to time be in effect in the State of Delaware (and each reference in this Security Agreement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of Delaware) shall refer to that Article (or Division, as applicable) as from time to time in effect, which in the case of Article 9 shall include and refer to Revised Article 9 from and after the date Revised Article 9 shall become effective in the State of Delaware); *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Parties’ security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term **“UCC”** shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “Account” , “Account Debtor”, “Chattel Paper”, “Commercial Tort Claims”, “Commodity Account”, “Deposit Account”, “Documents”, “Equipment”, “Fixtures”, “General Intangible”, “Goods”, “Instrument”, “Inventory”, “Investment Property”, “Letter-of-Credit Right”, “Money”, “Payment Intangibles”, “Proceeds”, “Promissory Notes”, “Securities Account”, and “Supporting Obligations”. Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

**2. GRANT OF SECURITY INTEREST.** As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Secured Parties to cause the Loans to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Parties, and hereby grants to the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired and wherever the same may be located (all of which being collectively referred to herein as the “*Collateral*”):

- (a) All Accounts of Grantor;
- (b) All Chattel Paper of Grantor;
- (c) The Commercial Tort Claims of Grantor more particularly described on **Schedule E** attached hereto;
- (d) All Commodity Accounts of Grantor;
- (e) All Contracts of Grantor;
- (f) All Deposit Accounts of Grantor;
- (g) All Documents of Grantor;
- (h) All General Intangibles of Grantor, including, without limitation, Intellectual Property;
- (i) All Goods of Grantor, including, without limitation, Equipment, Inventory, and Fixtures;
- (j) All Instruments of Grantor, including, without limitation, Promissory Notes;
- (k) All Investment Property of Grantor;
- (l) All Letter-of Credit Rights of Grantor;
- (m) All Money of Grantor;
- (n) All Securities Accounts of Grantor;

(o) All Supporting Obligations of Grantor;

(p) All property of Grantor held by any Secured Party, or any other party for whom any Secured Party is acting as agent, including, without limitation, all property of every-description now or hereafter in the possession or custody of or in transit to any Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(q) All other goods and personal property of Grantor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Grantor; and

(r) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing provisions of this Section 2, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term “*Collateral*” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or Promissory Note in which Grantor has any right, title or interest if and only to the extent such Account, Chattel Paper, General Intangible or Promissory Note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General Intangible or Promissory Note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or Promissory Note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its rights, title and interests in and to such Account, Chattel Paper, General Intangible or Promissory Note as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect any Secured Party’s unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or Promissory Note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or Promissory Note.

If Grantor shall at any time acquire a Commercial Tort Claim, Grantor shall immediately notify the Secured Parties in a writing signed by Grantor of description thereof satisfactory to the Secured Parties and grant to the Secured Parties in such writing a security interest therein and in

the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to the Attorney-in-Fact (as defined below).

**3. RIGHTS OF SECURED PARTIES; COLLECTION OF ACCOUNTS.**

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts, Chattel Paper, Documents, Instruments and Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract, Chattel Paper, Document, Instrument, and License. No Secured Party shall have any obligation or liability under such Contract, Chattel Paper, Document, Instrument or License by reason of or arising out of this Security Agreement or the granting to the Secured Parties of a lien therein or the receipt by any Secured Party of any payment relating to any such Contract, Chattel Paper, Document, Instrument or License pursuant hereto, nor shall any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any such Contract, Chattel Paper, Document, Instrument or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such Contract, Chattel Paper, Document, Instrument or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) The Secured Parties authorize Grantor to collect its Accounts until the Requisite Purchasers deliver notice during the continuation of an Event of Default. At the request of the Requisite Purchasers, Grantor shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) The Attorney-in-Fact may at any time, upon the occurrence and during the continuance of any Event of Default and the written consent of the Requisite Purchasers, notify Account Debtors of Grantor, parties to the Contracts of Grantor, and obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor that the Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to the Secured Parties and that payments shall be made directly to the Secured Parties. Upon the occurrence and during the continuance of any Event of Default, upon the request of the Requisite Purchasers, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. The Attorney-in-Fact may, in the name of the Secured Parties, communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to the Attorney-in-Fact's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

**4. REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to the Secured Parties that:

(a) Except for the security interest granted to the Secured Parties under this Security Agreement and Permitted Liens, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of the Secured Parties pursuant to this Security Agreement and except for Permitted Liens.

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights.

(d) Grantor's name in which it has executed this Security Agreement is the exact name as it appears in Grantor's Amended and Restated Certificate, as filed with the Secretary of State of the State of Delaware. Except as set forth on **Schedule G**, Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition. Grantor's taxpayer identification number is set forth in the signature page hereof. Grantor's chief executive office, principal place of business, and the place where Grantor maintains its records concerning the Collateral are presently located at the address set forth on the signature page hereof. The Collateral consisting of Goods, other than motor vehicles and such other mobile goods, is presently located at such address and at such additional addresses set forth on **Schedule B** attached hereto.

(e) All Collateral of Grantor consisting of Chattel Paper, Instruments or Investment Property is set forth on **Schedule C** attached hereto.

(f) The name and address of each depository institution at which Grantor maintains any Deposit Account and the account number and account name of each such Deposit Account is listed on **Schedule D** attached hereto. The name and address of each securities intermediary or commodity intermediary at which Grantor maintains any Securities Account or Commodity Account and the account number and account name is listed on **Schedule D** attached hereto. Grantor agrees to amend **Schedule D** upon Requisite Purchasers' request to reflect the opening of any additional Deposit Account, Securities Account or Commodity Account, or closing or changing the account name or number on any existing Deposit Account, Securities Account, or Commodity Account.

(g) All Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses now owned or held by Grantor are listed on **Schedule F** attached hereto.

(h) The Grantor has all requisite legal and corporate power and authority to execute and deliver this Security Agreement, to sell and issue the Notes, and to carry out and perform its obligations under the terms of this Security Agreement.

**5. COVENANTS.** Unless the Requisite Purchasers otherwise consent, Grantor covenants and agrees with the Secured Parties that from and after the date of this Security

Agreement and until the Secured Obligations have been performed and paid in full and any commitment of the Secured Parties to make Loans to Grantor has expired or terminated:

**5.1 Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (a) Permitted Liens and (b) the Lien granted to the Secured Parties under this Security Agreement.

**5.2 Defense of Intellectual Property.** Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of its Copyrights, Patents and Trademarks material to Grantor's business and (ii) detect infringements of all Copyrights, Patents and Trademarks material to Grantor's business.

**5.3 Further Assurances.** At any time and from time to time, upon the written request of the Requisite Purchasers, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Requisite Purchasers may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, (a) executing, delivering and causing to be filed any financing or continuation statements (including "in lieu" continuation statements) under the UCC with respect to the security interests granted hereby, (b) at the Requisite Noteholder's reasonable request, filing or cooperating with the Secured Parties in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office, United States Copyright Office, (c) at the Requisite Purchasers' reasonable request, placing the interest of the Secured Parties as lienholder on the certificate of title (or similar evidence of ownership) of any vehicle, watercraft or other Equipment constituting Collateral owned by Grantor which is covered by a certificate of title (or similar evidence of ownership), (d) executing and delivering and using commercially reasonable efforts to cause the applicable depository institution, securities intermediary, commodity intermediary or issuer or nominated party under a letter of credit to execute and deliver a collateral control agreement with respect to any Deposit Account, Securities Account or Commodity Account or Letter-of-Credit Right in or to which Grantor has any right or interest and (e) at the Requisite Purchasers' reasonable request, using commercially reasonable efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral may from time to time be stored or located. Grantor also hereby authorizes the Secured Parties to file any such financing or continuation statement (including "in lieu" continuation statements) without the signature of Grantor.

**6. APPOINTMENT AS ATTORNEY-IN-FACT; PERFORMANCE BY SECURED PARTIES.**

(a) Subject to Section 6(b) below, Grantor hereby irrevocably constitutes and appoints the Major Purchaser, and any representative, officer or agent of the Major Purchaser, with full power of substitution, as its true and lawful attorney-in-fact (the "**Attorney-in-Fact**") with full, irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time at the discretion of the Attorney-in-Fact, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without

limiting the generality of the foregoing, hereby gives the Attorney-in-Fact the power and right, on behalf of Grantor, without notice to or assent by Grantor to do the following:

(i) to ask, demand, collect, receive and give acquittances and receipts for any and all monies due or to become due under any Collateral and, in the name of Grantor, in its own name or otherwise to take possession of, endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of monies due under any Collateral and to file any claim or take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Attorney-in-Fact for the purpose of collecting any and all such monies due under any Collateral whenever payable;

(ii) to pay or discharge any Liens, including, without limitation, any tax lien, levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof, which actions shall be for the benefit of the Secured Parties and not Grantor;

(iii) to (1) direct any person liable for any payment under or in respect of any of the Collateral to make payment of any and all monies due or to become due thereunder directly to the Secured Parties, (2) receive payment of any and all monies, claims and other amounts due or to become due at any time arising out of or in respect of any Collateral, (3) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other Instruments and Documents constituting or relating to the Collateral, (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral, (5) defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (6) settle, compromise or adjust any suit, action or proceeding described above, and in connection therewith, give such discharges or releases as the Attorney-in-Fact may deem appropriate, (7) license, or, to the extent permitted by an applicable License, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyright, Patent or Trademark throughout the world for such term or terms, on such conditions and in such manner as the Attorney-in-Fact shall in its discretion determine and (8) sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Parties were the absolute owner thereof for all purposes; and

(iv) to do, at the Attorney-in-Fact's option and Grantor's expense, at any time, or from time to time, all acts and things which the Attorney-in-Fact may reasonably deem necessary to protect, preserve or realize upon the Collateral and the Secured Parties' security interest therein in order to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do.

(b) The Attorney-in-Fact agrees that, except upon the occurrence and during the continuation of an Event of Default, it shall not exercise the power of attorney or any rights granted to the Attorney-in-Fact or the Secured Parties pursuant to this Section 6. Grantor hereby ratifies, to the extent permitted by law, all that said attorney shall lawfully do or cause to be done

by virtue hereof. The power of attorney granted pursuant to this Section 6 is a power coupled with an interest and shall be irrevocable until the Secured Obligations are completely and indefeasibly paid and performed in full and the Secured Parties no longer have any commitment to make any Loans to Grantor.

(c) If Grantor fails to perform or comply with any of its agreements contained herein and the Secured Parties, as provided for by the terms of this Security Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses, including reasonable attorneys' fees and costs, of the Secured Parties incurred in connection with such performance or compliance, together with interest thereon at a rate of interest equal to the highest per annum rate of interest charged on the Loans, shall be payable by Grantor to the Secured Parties within five (5) business days of demand and shall constitute Secured Obligations secured hereby.

(d) Attorney-in-Fact shall not be responsible to any Lender for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or any other Transaction Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by Attorney-in-Fact to Lenders or by or on behalf of the Company, to Attorney-in-Fact or any Lender in connection with the Transaction Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Company or any other Person liable for the payment of any obligations hereunder, nor shall Attorney-in-Fact be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Transaction Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Event of Default or default or to make any disclosures with respect to the foregoing. Attorney-in-Fact shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Attorney-in-Fact may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Attorney-in-Fact may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**7. RIGHTS AND REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default and while such Event of Default is continuing:

(a) Upon the written consent of the Requisite Purchasers, the Secured Parties may exercise in addition to all other rights and remedies granted to them under this Security Agreement, the Notes or the Purchase Agreement all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event the Secured Parties, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other person, may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease

and sell or lease (in the manner provided herein) the Collateral, and in connection with the liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any Trademark, Copyright, or process used or owned by Grantor and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any Secured Party's offices or elsewhere at such prices as it may deem commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. Grantor further agrees, at the Requisite Noteholder's request, to assemble the Collateral and make it available to the Secured Parties at places which the Secured Parties shall reasonably select, whether at Grantor's premises or elsewhere. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in **Section 7(e)**, below, with Grantor remaining liable for any deficiency remaining unpaid after such application. Grantor agrees that the Secured Parties need not give more than twenty (20) days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters.

(b) As to any Collateral constituting certificated securities or uncertificated securities, if, at any time when the Secured Parties shall determine to exercise its right to sell the whole or any part of such Collateral hereunder, such Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under Securities Act of 1933, as amended (as so amended the "*Act*"), the Secured Parties may, in their discretion (subject only to applicable requirements of law), sell such Collateral or part thereof by private sale in such manner and under such circumstances as the Secured Parties may deem necessary or advisable, but subject to the other requirements of this Section 7(b), and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event the Secured Parties may, in their discretion, (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof. In addition to a private sale as provided above in this Section 7(b), if any of such Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Secured Parties shall not be required to effect such registration or cause the same to be effected but may, in their discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the Secured Parties may, in their discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

(c) Grantor also agrees to pay all fees, costs and expenses of the Secured Parties, including, without limitation, attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(d) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Parties in the following order of priorities:

**FIRST**, to each Secured Party in an amount sufficient to pay in full the costs of such Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by any Secured Party in connection therewith, including, without limitation, attorneys' fees;

**SECOND**, to the Secured Parties in amounts proportional to the Pro Rata share of the then unpaid Secured Obligations of each Secured Party; and

**FINALLY**, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

(f) The costs of enforcing or pursuing any right or remedy hereunder, including without limitation any repossession, sale, possession and management (including, without limitation, reasonable attorneys' fees), and distribution shall be borne Pro Rata by the Secured Parties. Each Secured Party shall reimburse the other Secured Parties, as applicable, for its Pro Rata share of all such costs promptly upon demand.

**8. ACTIONS BY THE SECURED PARTIES AND AMENDMENTS.** All actions, omissions and decisions of the Secured Parties hereunder or any amendment of this Security Agreement or the Notes (each called herein an "*Act of the Secured Parties*") shall be determined by and require the written consent of the Requisite Purchasers. Each Secured Party shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Secured Parties.

**9. UNEQUAL PAYMENT BY GRANTOR.** Each Secured Party agrees that if it shall obtain or receive, through the exercise of any right granted to the Secured Parties under this Security Agreement, under the Notes or Purchase Agreement or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest, any payment or payments greater than its Pro Rata share of all Loans, as measured immediately prior to the receipt of such payment or payments, then (a) such Secured Party shall promptly purchase at par (and shall be deemed to have thereupon purchased) from other Secured Parties, a participation in the Loans of such other Secured Parties, so that each Secured Party shall have received payments in proportion to its Pro Rata share immediately prior to such transactions and/or (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Secured Parties share the benefits of such payment on a Pro Rata basis. The term "Loan" as used in this paragraph shall include accrued interest thereon.

**10. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless the Secured Parties and their officers, employees, and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions

contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by any Secured Party as a result of or in any way arising out of, following or consequential to transactions between any Secured Party and Grantor, whether under this Security Agreement or otherwise (including without limitation, reasonable attorneys fees and expenses), except for losses arising from or out of such Secured Party's gross negligence or willful misconduct.

**11. REINSTATEMENT.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

**12. ADDITIONAL PARTIES.** Each Participating Stockholder shall become a party to this Agreement by executing and delivering a counterparty signature page hereto.

**13. MISCELLANEOUS.**

**13.1 Waivers; Modifications.** None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and the Requisite Purchasers. Each Secured Party acknowledges that because this Security Agreement may be amended with the consent of the Requisite Purchasers, each Secured Party's rights hereunder may be amended or waived without such Secured Party's consent. Notwithstanding anything to the contrary contained herein, any Other Investor shall become a party to this Agreement by executing and delivering a counterpart signature page to this Agreement and upon such execution and delivery, shall be deemed a "**Secured Party**" and a party hereunder.

**13.2 Termination of this Security Agreement.** Subject to Section 11 hereof, this Security Agreement shall terminate upon the earlier of (a) the payment and performance in full of the Secured Obligations or (b) the conversion of all Notes into capital stock of the Company as provided therein.

**13.3 Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of the Secured Parties hereunder, inure to the benefit of the Secured Parties, any future holder of any of the Secured Obligations and their respective successors and assigns. Any Secured Party may assign such Secured Party's security interest granted hereunder provided such assignment is in connection with, and subject to the same restrictions upon, such Secured Party's transfer of such Secured Party's Note. No sales of

participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to the Secured Parties hereunder.

**13.4 Governing Law.** In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

*[Signature pages follow.]*

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

**COHERO HEALTH, INC.**

By: Joseph A. Condurso III

Name: Joseph Condurso

Title: Chief Executive Officer

**SIGNATURE PAGE TO COHERO HEALTH, INC.  
SECURITY AGREEMENT**

**TRADEMARK  
REEL: 007015 FRAME: 0539**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**SECURED PARTIES:**

**THREE LEAF VENTURES, LLC**

By: *Caitlin Broe*

Name: Caitlin Broe

Title: VP

COHERO HEALTH, INC.

COUNTERPART SIGNATURE PAGE TO

NOTE PURCHASE AGREEMENT AND SECURITY AGREEMENT

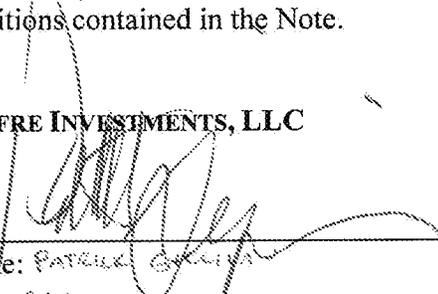
The undersigned desires to become a party to, and hereby agrees to be bound by the terms and conditions of, (i) that certain Note Purchase Agreement, dated as of November 7, 2019, by and among COHERO HEALTH, INC., a Delaware corporation (the "*Company*"), and the Purchasers listed on the Schedule of Purchasers attached thereto as Exhibit A (the "*Purchase Agreement*") and (ii) that certain Security Agreement, dated as of November 7, 2019, by and among the Company and the secured parties party thereto (the "*Security Agreement*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

The undersigned hereby confirms that the representations and warranties contained in Section 3 of the Purchase Agreement are true and correct as to the undersigned as of the date hereof.

In connection with the Additional Closing to be held on or about the date hereof, the undersigned agrees to lend to the Company the principal amount set forth below (the "*Loan Amount*") against issuance by the Company of a Note, in the form attached to the Purchase Agreement as Exhibit B, evidencing such Loan Amount. Upon the execution of this Counterpart Signature Page and payment of the Loan Amount, the undersigned shall become (i) a "Purchaser" for all purposes under the Purchase Agreement and (ii) a "Secured Party" for all purposes under the Security Agreement. Receipt of the Note by the undersigned shall constitute acceptance of and agreement to all of the terms and conditions contained in the Note.

Dated: November 25, 2019

ZAFFRE INVESTMENTS, LLC

By: 

Name: FATEMA GARCIA

Title: CEO

Loan Amount: \$57,500.00 (Second Tranche only)

TRADEMARK

REEL: 007015 FRAME: 0541

COHERO HEALTH, INC.

COUNTERPART SIGNATURE PAGE TO

NOTE PURCHASE AGREEMENT AND SECURITY AGREEMENT

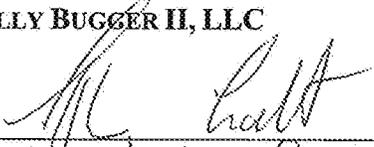
The undersigned desires to become a party to, and hereby agrees to be bound by the terms and conditions of, (i) that certain Note Purchase Agreement, dated as of November 7, 2019, by and among COHERO HEALTH, INC., a Delaware corporation (the "*Company*"), and the Purchasers listed on the Schedule of Purchasers attached thereto as Exhibit A (the "*Purchase Agreement*") and (ii) that certain Security Agreement, dated as of November 7, 2019, by and among the Company and the secured parties party thereto (the "*Security Agreement*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

The undersigned hereby confirms that the representations and warranties contained in Section 3 of the Purchase Agreement are true and correct as to the undersigned as of the date hereof.

In connection with the Additional Closing to be held on or about the date hereof, the undersigned agrees to lend to the Company the principal amount set forth below (the "*Loan Amount*") against issuance by the Company of a Note, in the form attached to the Purchase Agreement as Exhibit B, evidencing such Loan Amount. Upon the execution of this Counterpart Signature Page and payment of the Loan Amount, the undersigned shall become (i) a "Purchaser" for all purposes under the Purchase Agreement and (ii) a "Secured Party" for all purposes under the Security Agreement. Receipt of the Note by the undersigned shall constitute acceptance of and agreement to all of the terms and conditions contained in the Note.

Dated: November 25, 2019

WOOLLY BUGGER II, LLC

By:   
Name: Christopher Goulet  
Title: manager

Loan Amount: \$18,270.00 (Second Tranche only)

**SCHEDULE A**  
**LIENS EXISTING ON THE DATE OF THIS SECURITY AGREEMENT**

None.

**SCHEDULE B**  
**LOCATION OF GOODS**

1. Mendtronix, 13880 Stowe, Poway, CA 92064
  
2. HealthLink, 4049 Willow lake Blvd., Memphis, TN 38118

**SCHEDULE C**  
**LIST OF CHATTEL PAPER, INSTRUMENTS,**  
**AND INVESTMENT PROPERTY**  
**(CERTIFICATED SECURITIES)**

None.

**SCHEDULE D**

**DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS  
AND COMMODITY ACCOUNTS**

The Grantor has a savings account with J.P. Morgan Private Bank P.O. Box 6076  
Newark, DE 19714-6076.

**SCHEDULE E**  
**COMMERCIAL TORT CLAIMS**

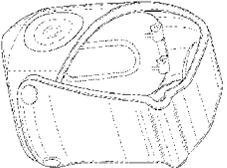
None.

**SCHEDULE F**  
**INTELLECTUAL PROPERTY**

See attached.

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Issued US Patents**

BK No.	Ctry	Title	Subject Matter Directed To:	Patent No. (App. No.) (Publication No.) Inventors	Issue Date (Filing Date) (Publ. Date)	Expiration Date
COHER 0105DUS	US	COVER FOR AN INHALER	<p>The ornamental design for a cover for an inhaler</p> 	<p>D787,810 (29/543,258)</p> <p>C.-S. Wang J. D.P. Tarpy R. J. Greenberg M. Hong</p>	<p>30 May 2017 (22 Oct 2015)</p>	30 May 2032
COHER 0101PUSP	US	INTERACTIVE RESPIRATORY DEVICE USAGE TRACKING SYSTEM	<p>An inhaler monitoring system includes a tracker module adaptable to be secured to a variety of inhalers and having an activation sensor for sensing use of the inhaler, an internal memory for storing inhaler data, and a communications component for forwarding the stored usage data to a processor for analyzing the data. The tracking module can accommodate both controller and rescue inhalers. Optionally, the system may also collect lung function data, e.g., from a spirometer, and can then process all of controller inhaler data, rescue inhaler data and lung function data, to generate alerts and other messages.</p>	<p>10,019,555 (14/518,529) (2015/0112707)</p> <p>M. Manice C. Manice D. Weinstein</p>	<p>10 Jul 2018 (20 Oct 2014) (23 Apr 2015)</p>	<p>10 Aug 2036</p> <p>1<sup>st</sup> Maint. Fee due 10 Jan 2022</p>

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Pending US Patent Applications**

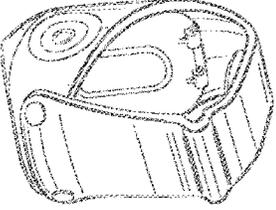
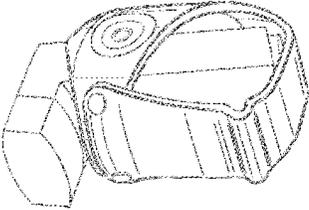
BK No.	Ctry	Title	Subject Matter Directed To:	Appl. No. (Publication No.) Inventors	Filing Date (Publ. Date)
COHER 0101PUSP1	US	TRACKING MODULE SECURABLE TO RESPIRATORY DEVICE	(Divisional application of COHER 0101PUSP1) A flexible shell is attached around an inhaler and provides a sensor for detecting inhaler use, a memory, and a Bluetooth low power transmitter to upload inhaler use data to a handheld device. The flexible shell fits various inhaler shapes. The claims are directed only to the flexible shell and are broader than COHER 0101PUSP.	15/956,586 2018-0308572 M. Manice C. Manice D. Weinstein	18 Apr 2018 (25 Oct 2019)
COHER 0101PUSP2	US	HEROTRACKER INHALER NEXT GENERATION	(Continuation-in-part application based on COHER 0101PUSP1 – 15/956,586) and Combined COHER 0120PRV (62/724,020) and COHER 0123PRV (62/797,833) A respiratory system and method comprise a tracker module adaptable to be secured to a variety of inhalers, the tracker module sensing activation of the medication canister of the inhaler for delivery of medication to a user. The tracker module also senses the rate of inhalation air flow of the user when inhaling medication for determination of proper inhaler use. Upstream and downstream sensors provide flow information to determine quality of the inhalation. A flow sensor is an integral part of the tracking module and can be used on multiple inhalers. A proximity sensor and an accelerometer are also included. The pressure sensor is adapted to operate with both MDI and Diskus inhalers. Low power devices are used to conserve battery power. A spirometer provides user lung function data.	16/553,128 M. Manice J. Condruso H. Brown F. Rodriguez D. Glazerman	27 Aug 2019 Combined 0101PUSP1, 0120PRV, and 0123PRV

**Cohero Health, Inc.**  
Intellectual Property – Status Table

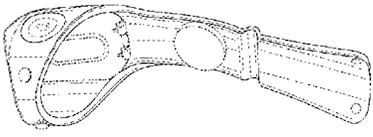
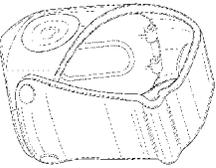
BK No.	Ctry	Title	Subject Matter Directed To:	Appl. No. (Publication No.) Inventors	Filing Date (Publ. Date)
COHER 0123PRV	US	MONITORING FOR RESPIRATORY DEVICE HAVING FLOW SENSOR AND SHAKE SENSOR	An inhaler use monitoring system and method that comprises a tracker module adaptable to be secured to a variety of inhalers, the tracker module comprising an activation sensor for sensing use of the inhaler, an internal memory for storing inhaler data, and a communications component for forwarding the stored usage data to a processor for analyzing the data. The system and method also comprise an accelerometer for detecting shaking of the inhaler, a pressure/flow sensor, and a proximity sensor, all of which are useful for indicating that a dose has actually been correctly administered to a user and that provide data useful to determine the quality of administration. The tracking module can accommodate both controller and rescue inhalers. The system and method also allow for collecting lung function data from a spirometer.	62/797,833  J. Condurso M. Manice F. Rodriguez H. Brown	28 Jan 2019  Non-Prov Appl. & Foreigns Due 28 Jan 2020  Filed and Combined into 0101PUSP2 on 27 Aug 2019 And 0120PCT on 28 Aug 2019

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Foreign Patents**

BK No. (FP No.)	City	Title	Subject Matter Directed To:	Patent No. Inventors	Filing Date	Expiration Date
COHER 0105 DEP1	EP	COVER FOR AN INHALER		European Community Design No. 003076462-0001  C.-S. Wang J. D. Piteo Tarpy E. Chin R. J. Greensberg M. Hong	21 Apr 2016	21 Apr 2041  Annuity Due 21 Apr 2021
COHER 0105 DEP2	EP	COVER FOR AN INHALER		European Community Design No. 003076462-0002  C.-S. Wang J. D. Piteo Tarpy E. Chin R. J. Greensberg M. Hong	21 Apr 2016	21 Apr 2041  Annuity Due 21 Apr 2021

**Cohero Health, Inc.**  
Intellectual Property – Status Table

BK No. (FP No.)	Ctry	Title	Subject Matter Directed To:	Patent No. Inventors	Filing Date	Expiration Date
COHER 0105 DEP3	EP	COVER FOR AN INHALER		European Community Design No. 003076462-0003  C-S. Wang J. D. Piteo Tarpy E. Chin R. J. Greensberg M. Hong	21 Apr 2016	21 Apr 2041  Annuity Due 21 Apr 2021
COHER 0105DCA	CA	COVER FOR AN INHALER		Industrial Design No. 168159	21 Apr 2016  Issue Date: 24 Nov 2016	24 Nov 2026  Annuity Due 24 Nov 2021

CA = Canada  
EP = European Community

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Pending Foreign Applications**

BK No.	Ctry	Title	Subject Matter Directed To:	Appl. No. (Publication No.) Inventors	Filing Date (Publ. Date)
COHER 0120PCT	US	RESPIRATORY SYSTEM AND METHOD THAT MONITORS MEDICATION FLOW	Based on COHER 01101PUSP1 – 15/956,586 and Combined COHER 0120PRV (62/724,020) and COHER 0123PRV (62/797,833) A respiratory system and method comprise a tracker module adaptable to be secured to a variety of inhalers, the tracker module sensing activation of the medication canister of the inhaler for delivery of medication to a user. The tracker module also senses the rate of inhalation air flow of the user when inhaling medication for determination of proper inhaler use. Upstream and downstream sensors provide flow information to determine quality of the inhalation. A flow sensor is an integral part of the tracking module and can be used on multiple inhalers. A proximity sensor and an accelerometer are also included. The pressure sensor is adapted to operate with both MDI and Diskus inhalers. Low power devices are used to conserve battery power. A spirometer provides user lung function data.	PCT/US19/048578 M. Manice J. Condruso III H. Brown F. Rodriguez D. Glazerman	28 Aug 2019

**Cohero Health, Inc.**  
Intellectual Property – Status Table

**Invention Disclosures**

BK No.	Title	Subject Matter Directed To:	Inventors
COHER 0117PRV	ANIMATION OF BUBBLES THAT CORRELATE TO USER EXHALATION EFFORT DURING SPIROMETRY	An app that includes an animation of random bubbles on a display screen to provide immediate feedback to a user of a spirometer device. As the user exhales into the spirometer, the bubbles are blown outwards from the center of the screen to the edges and off the edges in response to the user's lung strength.	G. Miller-Phillips

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Intellectual Property – Status Table

**US Trademark Registrations**

BK No.	City	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods	Status
COHER 0107TUS	US	COHEROHEALTH	86/110,096 05 Nov 2013	4,902,330 16 Feb 2016	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Decl. of Use Due:</u> 16 Feb 2022 <u>Renewal Due:</u> 16 Feb 2026
COHER 0108TUS	US	(Stylized) <b>asthmahero</b>	86/116,022 12 Nov 2013	4,765,245 30 Jun 2015	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Decl. of Use Due:</u> 30 Jun 2021 <u>Renewal Due:</u> 30 Jun 2025
COHER 0109TUS	US	BREATHE SMARTER	86/636,079 20 May 2015	5,001,187 19 Jul 2016	<u>009</u> Electronic communications systems comprised of computer hardware and downloadable mobile applications for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Dec. of Use Due:</u> 19 Jul 2022 <u>Renewal Due:</u> 19 Jul 2026

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BK No.	Ctry	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class and Goods	Status
COHER 0110TUS	US	BREATHESMART	86/636,086 20 May 2015	5,156,786 7 Mar 2017	<u>009</u> Electronic communications systems comprised of downloadable mobile applications that interact with computer hardware for the transmission of consumer medication adherence data to the user who has been prescribed to take the medication	<u>Dec. of Use Due:</u> 07 Mar 2023 <u>Renewal Due</u> 07 Mar 2027
COHER 0111TUS	US	HEROTRACKER	86/730,803 20 Aug 2015	5,125,292 17 Jan 2017	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use Due:</u> 17 Jan 2023 <u>Renewal Due:</u> 17 Jan 2027
COHER 0112TUS	US	COHERO HEALTH	86/730,805 20 Aug 2015	5,228,761 20 Jun 2017	<u>010</u> Mobile spirometer	<u>Dec. of Use Due:</u> 20 June 2023 <u>Renewal Due:</u> 20 Jun 2027
COHER 0113TUS	US	COHERO HEALTH	86/731,092 20 Aug 2015	5,048,033 27 Sep 2016	<u>038</u> Providing communications via an electronic communications system comprised of respiratory hardware devices, namely, wireless medication inhaler sensors and mobile spirometers, that communicate with downloadable mobile applications for the transmission of consumer respiratory medication adherence data	<u>Dec. of Use Due:</u> 27 Sep 2022 <u>Renewal Due:</u> 27 Sep 2026

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**US Trademark Applications**

BK No.	Ctry	Trademark	App. No.	Filing Date	Class and Goods	Status
COHER 0114TUS	US	(Open Circle Logo) 	877732,849	22 Dec 2017	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data <u>10</u> Medical devices for use in treating respiratory diseases	Allowed: 17 Jul 2018 Statement of Use due: 17 Jan 2020 (3 <sup>rd</sup> Ext) 17 Jul 2021 (FINAL)
COHER 0115TUS	US	(COHERO (Stylized with open circle for second "o")) 	877732,928	22 Dec 2017	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data <u>010</u> Medical devices for use in treating respiratory diseases	Allowed: 17 Jul 2018 Statement of Use due: 17 Jan 2020 (3 <sup>rd</sup> Ext) 17 Jul 2021 (FINAL)
COHER 0125TUS	US	MSPiROMETER	88/255,376	09 Jan 2019	<u>010</u> Patient medical monitors for monitoring lung function	Allowed: 2 Jul 2019 Statement of Use due: 02 Jan 2020 (1 <sup>st</sup> Ext) 02 Jul 2022 (FINAL)

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BK No.	Ctry	Trademark	App. No.	Filing Date	Class and Goods	Status
COHER 0126TUS	US	CSPPIROMETER	88/255,350	09 Jan 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Allowed:</u> 02 Jul 2019 <u>Statement of Use due:</u> 02 Jan 2020 (1 <sup>st</sup> Ext) 02 Jul 2022 (FINAL)
COHER 0127TUS	US	POWERED BY COHERO	88/357,809	26 Mar 2019	<u>009</u> Downloadable computer application software for personal computing devices, namely, software for use in collecting respiratory data, storing respiratory data, storing respiratory data, and providing access to stored respiratory data	<u>Allowed:</u> 10 Sep 2019 <u>Statement of Use due:</u> 10 Mar 2020 (1 <sup>st</sup> Ext) 10 Sep 2022 (FINAL)

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**Foreign Trademark Registrations**

BK No.	Ctry	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class Goods	Dec. of Use Renewal
COHER 0114TGB	GB	(Open circle logo) 	UK000003316143 07 Jun 2018	UK000003316143 07 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Decl. of Use Due:</u> 31 Aug 2023 <u>Renewal Due:</u> 07 Jun 2028
COHER 0115TGB	GB	(COHERO (Stylized with open circle for second "O")) 	UK000003316226 07 Jun 2018	UK000003316226 07 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Dec. of Use Due:</u> 31 Aug 2023 <u>Renewal Due:</u> 07 Jun 2028
COHER 0114TEU	EU	(Open circle logo) 	017913993 7 Jun 2018	017913993 18 Oct 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data  <u>010</u> Medical devices for use in treating respiratory diseases	<u>Dec. of Use Due:</u> 18 Oct 2023 <u>Renewal Due:</u> 07 Jun 2028

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BK No.	Ctry	Trademark	App. No. Filing Date	Reg. No. Reg. Date	Class Goods	Dec. of Use Renewal
COHER 0111TEU	EU	HEROTRACKER	018054041 18 Apr 2019	01805041 17 Sep 2019	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use</u> Due: 17 Sept 2024 <u>Renewal Due:</u> 07 Jun 2028
COHER 0111TGB	GB	HEROTRACKER	UK00003393244 18 Apr 2019	UK00003393244 12 Jul 2019	<u>010</u> Wireless medication inhaler sensor for medical purposes	<u>Dec. of Use</u> Due: 12 Jul 2024 <u>Renewal Due:</u> 18 Apr 2029
COHER 0125TGB	GB	MSPiROMETER	UK00003410947 02 Jul 2019	UK00003410947 27 Sep 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use</u> Due: 27 Sep 2014 <u>Renewal Due:</u> 02 Jul 2029
COHER 0126TGB	GB	CSPiROMETER	UK00003411031 01 Jul 2019	UK00003411031 27 Sep 2019	<u>010</u> Patient medical monitors for monitoring lung function	<u>Dec. of Use</u> Due: 27 Sep 2024 <u>Renewal Due:</u> 02 Jul 2029

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**Foreign Trademark Applications**

BK No.	Ctry	Trademark	App. No. Filing Date	Class	Status
COHER 0115TEU and COHER 0115OCFEU	EU	(COHERO (Stylized with open circle for second "O")) 	017914915 8 Jun 2018	<u>009</u> Computer application software for handheld computers, namely, software for receiving, storing, analyzing, and transmitting respiratory data <u>010</u> Medical devices for use in treating respiratory diseases	Opposed by: CISC Semiconductor GmbH (Austria) (Opp. No. B3065536)  10 May 2019 Cohero Responded to CISC's Evidence Brief
COHER 0125TEU	EU	MSPiROMETER	018089755 02 Jul 2019	<u>010</u> Patient medical monitors for monitoring lung function	Published 08 Aug 2019
COHER 0126TEU	EU	CSPiROMETER	018090190 02 Jul 2019	<u>010</u> Patient medical monitors for monitoring lung function	Published 08 Aug 2019

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**SCHEDULE G**

**LIST OF ANY OTHER FICTITIOUS NAME, MERGER, CONSOLIDATION OR  
ACQUISITION**

None.