

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598229

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|---|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Soleo Health Holdings, Inc. | | 09/16/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FMP Agency Services, LLC | | |
| Street Address: | 21 Custom House Street, 10th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5317670 | SOLEOMETRICS EVIDENCE BASED CARE | |
| Registration Number: | 5317669 | SOLEO METRICS | |
| Registration Number: | 5475950 | SOLEMETRICS | |
| Registration Number: | 5131363 | SOLEO CONNECT | |
| Registration Number: | 5610368 | NUTRISOLE | |
| Registration Number: | 5610367 | NUTRISOLE | |
| Registration Number: | 5909193 | SOLEORX | |
| Serial Number: | 87906338 | SOLEO DIRECT | |
| Registration Number: | 6024722 | SOLEO CARE TRANSITIONS | |
| Serial Number: | 88962794 | CENTERSOURCE PATIENT ACCESS SIMPLIFIED | |
| Registration Number: | 6142394 | CENTERSOURCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |

OP \$290.00 5317670

TRADEMARK

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|---|----------------------|
| Address Line 4: | Columbus, OHIO 43219 |
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 09/17/2020 |
| Total Attachments: 7 source=Soleo - Trademark Security Agreement_#page1.tif source=Soleo - Trademark Security Agreement_#page2.tif source=Soleo - Trademark Security Agreement_#page3.tif source=Soleo - Trademark Security Agreement_#page4.tif source=Soleo - Trademark Security Agreement_#page5.tif source=Soleo - Trademark Security Agreement_#page6.tif source=Soleo - Trademark Security Agreement_#page7.tif | |

TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MARCH 14, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG GEMINO HEALTHCARE FINANCE, LLC, AS THE FIRST LIEN CREDITOR, H.I.G. ALLION, L.L.C., AS THE SECOND LIEN CREDITOR, AND THE AGENT, AS THE THIRD LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT OR ANY SECURITY DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of September 16, 2020, is made by and among SOLEO HEALTH HOLDINGS, INC., a Delaware corporation (the "**Grantor**"), in favor of FMP AGENCY SERVICES, LLC, a Delaware limited liability company, in its capacity as the agent (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") for the Secured Parties under the Pledge and Security Agreement referred to below.

WHEREAS, the Grantor has executed and delivered in favor of the Agent for the benefit of the Secured Parties that certain Pledge and Security Agreement, dated as of June 24, 2015 (as amended and restated on March 14, 2016, and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"). Capitalized terms used herein without definition shall have the meanings given to them in the Pledge and Security Agreement.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under the Pledge and Security Agreement attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement (as amended), which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Pledge and Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the Grantor and the Agent and their respective successors and assigns.

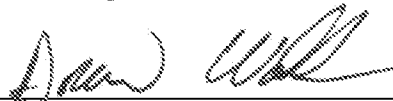
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

SOLEO HEALTH HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Drew Walk
Title: President

[Signatures continue on following page]

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED BY AGENT:

FMP AGENCY SERVICES, LLC

By: 

Name: Eric Y. Rogoff

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007055 FRAME: 0159

SCHEDULE 1
Trademark Registrations and Applications

| <u>Name of Entity</u> | <u>Trademark</u> | <u>Number</u> | <u>Date</u> |
|-----------------------------|---|-------------------------|---|
| Soleo Health Holdings, Inc. | SOLE METRICS[®] EVIDENCE BASED CARE | 5317670 | 10/24/17 |
| Soleo Health Holdings, Inc. | SOLE METRICS | 5317669 | 10/24/17 |
| Soleo Health Holdings, Inc. | SoleMetrics [®] | 5475950 | 5/22/18 |
| Soleo Health Holdings, Inc. | Soleo Connect [®] | 5131363 | 1/31/17 |
| Soleo Health Holdings, Inc. | NUTRI SOLE[™] Innovators in Parenteral Nutrition | 5610368 | 11/20/18 |
| Soleo Health Holdings, Inc. | NutriSole [®] | 5610367 | 11/20/18 |
| Soleo Health Holdings, Inc. | SoleoRx [®] | 5909193 | 11/12/19 |
| Soleo Health Holdings, Inc. | Soleo Direct [™] | Application #87/906,338 | Filed 5/3/18 -- waiting on final registration |
| Soleo Health Holdings, Inc. | Soleo Care Transitions [®] | 6024722 | 3/31/20 |
| Soleo Health Holdings, Inc. | CENTERSOURCE[™] Patient Access Simplified | Application #88/962,794 | 6/12/20 |
| Soleo Health Holdings, Inc. | CenterSource [™] | 6142394 | 9/1/20 |