

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598692

<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>
Vital Decisions, LLC		09/18/2020	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ComericaBank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6071289	ADVANCED CARE ALIGNMENT	
<b>Registration Number:</b>	5090641	EXPRESS YOUR VALUES TO MAKE MEDICAL CARE	
<b>Registration Number:</b>	4942693	LIVING VOICE	
<b>Registration Number:</b>	3731263	VITAL DECISIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	09/21/2020		
<b>Total Attachments: 6</b>			
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OP \$115.00 6071289

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Vital Decisions)**

This Intellectual Property Security Agreement is entered into as of September 18, 2020, by and between COMERICA BANK ("Bank") and VITAL DECISIONS, LLC, a New Jersey limited liability company ("Grantor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and Vital Decisions Acquisition LLC, a Delaware limited liability company ("Parent", and together with Grantor, the "Borrowers" and each individually a "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of September 18, 2020 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Borrower's obligations under the Loan Agreement and all other agreements now existing or hereafter arising between a Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure each Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and any Borrower, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The parties agree that the electronic signature of a party to this Intellectual Property Security Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Intellectual Property Security Agreement, and that any electronically signed document (including this Intellectual Property Security Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

379 Thornall Street, 3<sup>rd</sup> Floor  
Edison, New Jersey 08837

**VITAL DECISIONS, LLC**

DocuSigned by:  
By: Leah Puccio  
D50045F21E6E408...

Name: Leah Puccio  
Title: Chief Executive Officer

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

**COMERICA BANK**

DocuSigned by:  
By: Shane Merkord  
C7E55E6464084A7...

Name: Shane Merkord  
Title: Vice President

**EXHIBIT A**

**Copyrights**

None

Exhibit A

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**TRADEMARK**  
**REEL: 007057 FRAME: 0329**

**EXHIBIT B**

**Patents**

None

Exhibit B

Bodman\_16652751\_3

**TRADEMARK**  
**REEL: 007057 FRAME: 0330**

**EXHIBIT C****Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED CARE ALIGNMENT	88/174384	10/30/18	6,071,289	6/2/20
EXPRESS YOUR VALUES TO MAKE MEDICAL CARE PERSONAL AGAIN	87/006286	4/19/16	5,090,641	11/29/16
LIVING VOICE	86/546894	2/26/15	4,942,693	4/19/16
VITAL DECISIONS	77/750195	6/2/09	3,731,263	12/29/09

Exhibit C

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**RECORDED: 09/21/2020****TRADEMARK  
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