

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRICKET HEALTH, INC.		10/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, as Collateral Trustee		
Street Address:	140 Sherman Street, Fourth Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5334446	CRICKET	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	336703-112		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	10/08/2020		
Total Attachments: 6			
source=K2 - Cricket Health IPSA#page1.tif			
source=K2 - Cricket Health IPSA#page2.tif			
source=K2 - Cricket Health IPSA#page3.tif			
source=K2 - Cricket Health IPSA#page4.tif			
source=K2 - Cricket Health IPSA#page5.tif			

CH \$40.00 5334446

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 8, 2020, between **CRICKET HEALTH, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property consisting of copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

4. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

5. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

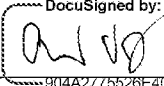
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

251 Kearny St., Floor 7
San Francisco, CA 94108
Attention: Bobby Sepucha

GRANTOR:

CRICKET HEALTH, INC.

DocuSigned by:
By  _____
904A2775526E403...

Name: Arvind Rajan

Title: Chief Executive Officer

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

251 Kearny St., Floor 7
San Francisco, CA 94108
Attention: Bobby Sepucha

GRANTOR:

CRICKET HEALTH, INC.

By _____

Name: _____

Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By:  _____

Name: Lisa J. Price

Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Cricket Health, Inc.	CRICKET	5,334,446	11/14/2017