

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603140

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|---|--|---------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PERFECT HEALTH, INC. | | 09/03/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DEERFIELD PRIVATE DESIGN FUND II, L.P., as Agent | | |
| Street Address: | 780 Third Avenue | | |
| Internal Address: | 37th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4868435 | CONCERTO | |
| Registration Number: | 4964328 | CONCERTOHEALTH | |
| Registration Number: | 4982780 | CONCERTOHEALTH | |
| Registration Number: | 4982779 | | |
| Registration Number: | 5776122 | PATIENT3D | |
| Registration Number: | 5776161 | POWERING, EMPOWERING VALUE-BASED CARE | |
| Registration Number: | 3595638 | SECURE COMFORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212.940.6562 | | |
| Email: | joanne.arnold@katten.com | | |
| Correspondent Name: | Joanne BL Arnold | | |
| Address Line 1: | Katten | | |
| Address Line 2: | 575 Madison Avenue | | |
| Address Line 4: | New York, NEW YORK 10022-2585 | | |
| NAME OF SUBMITTER: | Joanne BL Arnold | | |
| SIGNATURE: | /Joanne BL Arnold/ | | |

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| | |
|---------------------|------------|
| DATE SIGNED: | 10/15/2020 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2020, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of DEERFIELD PRIVATE DESIGN FUND II, L.P., as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Facility Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Facility Agreement, dated as of September 3, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Facility Agreement”), by and among the Borrower, the other Loan Parties party thereto from time to time, the lenders set forth on the signature page thereto (together with their successors and permitted assigns, the “Lenders”), and Agent, as agent for itself and the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Facility Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Facility Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PERFECT HEALTH, INC.,
a Delaware corporation

DocuSigned by:

By: Doug Thompson
Name: Doug Thompson
Title: President

Agreed and accepted as of
the date first written above:


**DEERFIELD PRIVATE DESIGN FUND
II, L.P., as Grantee**

By: Deerfield Mgmt, L.P.
General Partner

By: J.E. Flynn Capital, LLC
General Partner

By: David J. Clark
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT¹

| Country | Mark | Owner Name | Status | App# | File Date | Reg# | Reg Date |
|---------------|--|---------------------------|------------|------------|-----------|-----------|-----------|
| UNITED STATES | CONCERTO | Concerto Healthcare, Inc. | REGISTERED | 86/572,815 | 3/23/2015 | 4,868,435 | 12/8/2015 |
| UNITED STATES | CONCERTOHEALTH | Concerto Healthcare, Inc. | REGISTERED | 86/778,856 | 10/5/2015 | 4,964,328 | 5/24/2016 |
| UNITED STATES | CONCERTOHEALTH & Design (Black & White)  | Concerto Healthcare, Inc. | REGISTERED | 88/780,586 | 10/7/2015 | 4,982,780 | 6/21/2016 |
| UNITED STATES | Design (Concerto Health Logo) (Color)  | Concerto Healthcare, Inc. | REGISTERED | 86/780,582 | 10/7/2015 | 4,982,779 | 6/21/2016 |
| UNITED STATES | PATIENT3D (Stylized) | Concerto Healthcare, Inc. | REGISTERED | 87/423,125 | 4/24/2017 | 5,778,123 | 6/11/2019 |
| UNITED STATES | POWERING, EMPOWERING VALUE-BASED CARE | Concerto Healthcare, Inc. | ALLOWED | 87/481,855 | 6/9/2017 | 5,778,161 | 6/11/2019 |
| UNITED STATES | SECURE.COMFORT | Concerto Healthcare, Inc. | REGISTERED | 77/220,618 | 7/2/2007 | 4,595,638 | 3/24/2009 |

¹ To be assigned to Grantor.