

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613514

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|---|---------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Salucro Healthcare Solutions, LLC | | 12/09/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ocean II PLO LLC | | |
| Street Address: | 400 Oyster Point Blvd., Suite 229 | | |
| City: | South San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94080 | | |
| Entity Type: | Limited Liability Company: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4681635 | GET PAID. MORE. | |
| Registration Number: | 4202341 | SALUCRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146673633 | | |
| <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: | 314-552-6077 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Shoko Naruo | | |
| Address Line 1: | Thompson Coburn LLP | | |
| Address Line 2: | One US Bank Plaza | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| ATTORNEY DOCKET NUMBER: | 67514-200448 | | |
| NAME OF SUBMITTER: | Shoko Naruo | | |
| SIGNATURE: | /Shoko Naruo/ | | |
| DATE SIGNED: | 12/10/2020 | | |
| Total Attachments: 9 | | | |
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| source=5. IP Security Agreement - Salucro HealthCare#page2.tif | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of December 9, 2020 (this "*Security Agreement*"), by and between **Salucro Healthcare Solutions, LLC**, a Delaware limited liability company ("*Debtor*"), and **Ocean II PLO LLC**, as collateral agent and administrative agent on behalf of the Lenders (defined below) ("*Agent*").

RECITALS

A. Agent, Debtor, Salucro IT, LLC, Salucro International, LLC and the lenders party thereto (the "*Lenders*") are entering into that certain Loan and Security Agreement dated as of December 9, 2020 (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "*Loan Agreement*"), whereby Lenders are to provide Advances and other financial accommodations to Debtor, Salucro IT, LLC and Salucro International, LLC pursuant to the terms of the Loan Agreement. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. It is a condition precedent to the effectiveness of the Loan Agreement that the parties hereto shall have executed and delivered this Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor's present or future Obligations to Agent under the Loan Documents, Debtor hereby grants Agent, for itself and the benefit of Lenders, a security interest in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "*Collateral*"):

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, including, without limitation, those set forth on *Exhibit A* attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*").

b. Any and all trade secrets;

c. Any and all design rights which may be available to Debtor;

d. All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on *Exhibit B* attached hereto and incorporated herein by this reference (collectively, the "*Patents*");

e. Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on *Exhibit C* attached hereto and incorporated herein by this reference (collectively, the "*Trademarks*");

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

h. All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

i. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include any Excluded Collateral.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Security Agreement in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as of the Closing Date as follows:

a. Debtor is now the sole owner of the Collateral, except for Permitted Liens under the Loan Agreement;

b. Performance of this Security Agreement will not cause an event of default of any material agreement to which Debtor is a party or by which Debtor is bound, except to the extent that such agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

c. During the term of this Security Agreement, Debtor will not Transfer the Collateral, except for Permitted Transfers;

d. To its knowledge, each of the Patents that is material to its business is valid and enforceable, and no part of the Collateral that is material to its business has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Debtor that any part of the Collateral violates the rights of any third party;

e. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business in the ordinary course of business and in Debtor's good faith judgment, (ii) use commercially reasonable efforts in the ordinary course of business to detect infringements of the Copyrights, Patents and Trademarks and (iii) not allow any registered Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

f. Debtor shall execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral;

g. This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Agent a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all Obligations of Debtor to Agent under the Loan Documents, upon making the filings referred to in **Section 3.h.** below and subject only to Permitted Liens;

h. To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

i. To Debtor's knowledge, all information herein or hereafter supplied to Agent by or on behalf of Debtor under this Security Agreement with respect to the Collateral is accurate and complete in all material respects; and

j. Other than as permitted under the Loan Agreement, Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld.

4. AGENT'S RIGHTS. Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Agent for all reasonable and documented out-of-pocket costs and expenses incurred in the reasonable exercise of its rights under this **Section 4**.

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

a. At any time and from time to time Debtor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Agent to effect the purposes of this Security Agreement.

b. Debtor hereby irrevocably appoints Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, (i) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (ii) after the occurrence and during the continuance of an Event of Default, exercise its remedies as a secured creditor under all applicable law.

6. REMEDIES. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under applicable law, including, without limitation, the right to require Debtor to assemble the Collateral and to make it available to Agent at a place reasonably designated by Agent. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any Lender Expenses incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including, without limitation, any reasonable and reasonably documented expense incurred in disposing of the Collateral. All of Agent's rights and remedies with respect to the Collateral shall be cumulative.

7. NO FAILURE OR DELAY. No failure or delay on the part of Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

8. ATTORNEYS' FEES. If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable and documented out-of-pocket attorneys' fees, costs and disbursements.

9. AMENDMENTS. This Security Agreement may be amended only by a written instrument signed by Agent and Debtor.

10. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Security Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart.

11. GOVERNING LAW. California law governs this Security Agreement without regard to principles of conflicts of law. Each party hereto submits to the exclusive jurisdiction of the State and Federal courts in the County of San Mateo, California; provided, however, that nothing in this Security Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Debtor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Debtor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Debtor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made

by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, **Section 11** of the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

12. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS SECURITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS SECURITY AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS SECURITY AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

13. JUDICIAL REFERENCE. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of San Mateo County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in San Mateo County, California; and the parties hereby submit to the jurisdiction of such court. The referenced proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Mateo, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge.

14. SCOPE OF AUTHORITY. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.


15. CONFLICT. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of Loan Agreement, the term and/or provision of the Loan Agreement shall govern.

[Remainder of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

SALUCRO HEALTHCARE SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: S Clayton Bain
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: **Structural Capital Management Company II, LP,**
a Delaware limited partnership
its Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company,
Its General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

SALUCRO HEALTHCARE SOLUTIONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: **Structural Capital Management Company II, LP,**
a Delaware limited partnership
its Manager

By: **Structural Capital GP, LLC,**
a Delaware limited liability company,
Its General Partner


By: 
Name: Lawrence Gross
Title: Managing Member

EXHIBIT A

COPYRIGHTS

REGISTERED COPYRIGHTS:

| Copyright Title | Status | Registration Number | Registration Date |
|------------------------|---------------|----------------------------|--------------------------|
| None | | | |

APPLICATIONS:

| Copyright Title | Status | Application Number | Application Date |
|------------------------|---------------|---------------------------|-------------------------|
| None | | | |

EXHIBIT B

U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS:

| Name of Patent | Patent Number | Date of Filing | Jurisdiction of Filing | Name of patent holder if other than Borrower |
|--|---------------|------------------|------------------------|--|
| SYSTEM AND METHOD FOR ADVERTISING REVENUE DISTRIBUTION | 8,583,456 | January 5, 2011 | US | N/A |
| SYSTEM AND METHOD FOR ADVERTISING REVENUE DISTRIBUTION | 10,360,588 | October 11, 2013 | US | N/A |

APPLICATIONS:

| Name of Patent | Application Number | Date of Filing | Jurisdiction of Filing | Name of patent holder if other than Borrower |
|---|--------------------|------------------|------------------------|--|
| COMPUTING SYSTEM AND METHODS THEREOF FOR PROCESSING PERSONALIZED ELECTRONIC HEALTHCARE PAYMENT TRANSACTIONS | 15/973,265 | May 7, 2018 | USA | N/A |
| SYSTEMS AND METHODS FOR A HYBRID GUIDED COMMUNICATION SESSION | 16/244,432 | January 10, 2019 | USA | N/A |
| HEALTH RISK EVALUATION | 15/363,635 | 29-Nov-16 | USA | N/A |

EXHIBIT C

U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS:

| Country | Trademark | Status | Registration Number | Registration Date |
|----------------|------------------|---------------|----------------------------|--------------------------|
| U.S. | GET PAID. MORE | 4681635 | February 3, 2015 | Registered |
| U.S. | SALUCRO | 4202341 | September 4, 2012 | Registered |