

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615813

| | | | |
|-----------------------------------|-------------------------------------|--|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PASSPORT HEALTH, LLC | | 12/10/2020 | Limited Liability Company: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | ENTERPRISE BANK & TRUST | | |
| Street Address: | 3900 East Camelback Road, Suite 180 | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85018 | | |
| Entity Type: | Chartered Trust Company: MISSOURI | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2058410 | PASSPORT HEALTH | |
| Registration Number: | 2091480 | FIRST CLASS MEDICAL CARE FOR TRAVEL ANYW | |
| Registration Number: | 2116454 | PASSPORT | |
| Registration Number: | 3061872 | THE VACCINE PEOPLE. | |
| Registration Number: | 3612109 | WE DON'T JUST VACCINATE, WE EDUCATE | |
| Registration Number: | 3612165 | GOOD HEALTH . . . DON'T FORGET TO TAKE I | |
| Registration Number: | 3622317 | PASSPORT HEALTH | |
| Registration Number: | 3642535 | PASSPORT HEALTH | |
| Registration Number: | 3710681 | THE VACCINE SPECIALISTS | |
| Registration Number: | 3886112 | PASSAGEWARE | |
| Registration Number: | 4825310 | TRIPEQUIP | |
| Registration Number: | 4825311 | TRIPEQUIP.COM | |
| Registration Number: | 4977351 | FLUFREE | |
| Registration Number: | 4977355 | FLUFREE.COM | |
| Registration Number: | 5231484 | PASSPORT HEALTH | |
| Registration Number: | 5250063 | PASSPORT HEALTH TRAVEL VACCINES AND WELL | |
| Registration Number: | 5699138 | PASSPORT HEALTH | |
| CORRESPONDENCE DATA | | | |
| TRADEMARK | | | |

CH \$440.00 2058410

Fax Number:

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.

Email: andrew.dupree@quarles.com

Correspondent Name: Andrew Dupree

Address Line 1: 411 East Wisconsin Avenue, Suite 2400

Address Line 4: Milwaukee, WISCONSIN 53202

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Andrew Dupree |
| SIGNATURE: | /Andrew Dupree/ |
| DATE SIGNED: | 12/21/2020 |

Total Attachments: 6

source=Executed TSA - Passport Health#page1.tif

source=Executed TSA - Passport Health#page2.tif

source=Executed TSA - Passport Health#page3.tif

source=Executed TSA - Passport Health#page4.tif

source=Executed TSA - Passport Health#page5.tif

source=Executed TSA - Passport Health#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “*Agreement*”), dated as of December 10, 2020, is made by PASSPORT HEALTH, LLC, an Arizona limited liability company (“*Grantor*”), with its principal place of business and mailing address at 668 North 44th Street, Phoenix, Arizona 85008, in favor of ENTERPRISE BANK & TRUST, a Missouri chartered trust company (the “*Bank*” or “*Secured Party*”), with its mailing address at 3900 East Camelback Road, Suite 180, Phoenix, Arizona 85018, and its successors and assigns.

PRELIMINARY STATEMENTS

A. The Borrowers and the Bank are parties to a Main Street Priority Term Credit Agreement of even date herewith (as amended or modified from time to time, the “*Credit Agreement*”), pursuant to which the Bank has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Bank has required, among other things, that each of the Grantor, the other Guarantor, and the Borrowers (each a “*Debtor*” and collectively the “*Debtors*”) grant to the Secured Party a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Party are parties to a Security Agreement of even date herewith (as amended or modified from time to time, the “*Security Agreement*”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Secured Party a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation

any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This 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.

5. **Governing Law.** This 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 Arizona.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

PASSPORT HEALTH, LLC, an Arizona
limited liability company

By: 

Name: _____

David C. Tedesco

Title: _____

Chairman

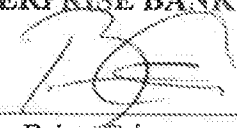
Trademark Security Agreement -- Passport Health, LLC

QB165937285

TRADEMARK
REEL: 007141 FRAME: 0614

Accepted and agreed to as of the date and year first above.

ENTERPRISE BANK & TRUST

By: 
Name: Brian Crisp
Title: Senior Vice President

SCHEDULE A

| MARK | APPL. NO. | REG. NO. | FILING DATE/REG. DATE | STATUS |
|--|------------------|-----------------|--|---------------|
| PASSPORT HEALTH | 75/040231 | 2058410 | January 4, 1996/April 29, 1997 | Registered |
| FIRST CLASS MEDICAL CARE FOR TRAVEL ANYWHERE | 75/206929 | 2091480 | November 26, 1996/August 26, 1997 | Registered |
| PASSPORT and Design | 75/244465 | 2116454 | February 20, 1997/November 25, 1997 | Registered |
| THE VACCINE PEOPLE. | 76/624232 | 3061872 | December 13, 2004/February 28, 2006 | Registered |
| WE DON'T JUST VACCINATE, WE EDUCATE | 77/574564 | 3612109 | September 19, 2008/April 28, 2009 | Registered |
| GOODHEALTH...DON'T FORGET TO TAKE IT WITH YOU! | 77/575287 | 3612165 | September 22, 2008/April 28, 2009 | Registered |
| PASSPORT HEALTH | 77/574560 | 3622317 | September 19, 2008/May 19, 2009 | Registered |
| PASSPORT HEALTH | 77/574562 | 3642535 | September 19, 2008/June 23, 2009 | Registered |
| THE VACCINE SPECIALISTS | 77/574148 | 3710681 | September 19, 2008/November 10, 2009 | Registered |
| PASSAGEWARE | 85/018623 | 3886112 | April 20, 2010/December 7, 2010 | Registered |
| TRIQEQUIP | 86/403867 | 4825310 | September 23, 2014/October 6, 2015 | Registered |
| TRIQEQUIP.COM | 86/403957 | 4825311 | September 23, 2014/October 6, 2015 | Registered |
| FLUFREE | 86/793930 | 4977351 | October 20, 2015/June 14, 2016 | Registered |
| FLUFREE.COM | 86/794007 | 4977355 | October 20, 2015/June 14, 2016 | Registered |
| PASSPORT HEALTH | 87/182304 | 5231484 | September 24, 2016/June 27, 2017 | Registered |

| MARK | APPL. NO. | REG. NO. | FILING DATE/REG. DATE | STATUS |
|--|-----------|----------|--------------------------------|------------|
| PASSPORT HEALTH TRAVEL VACCINES AND WELLNESS SOLUTIONS | 87/254892 | 5250063 | December 2, 2016/July 25, 2017 | Registered |
| PASSPORT HEALTH and Design | 87/857714 | 5699138 | March 30, 2018/March 12, 2019 | Registered |