

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kipu Systems LLC		01/27/2021	Limited Liability Company: FLORIDA
In Recovery Magazine LLC		01/27/2021	Limited Liability Company: DELAWARE
Kipu Health LLC		01/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87357684	100% CERTIFIED GOLD CERTIFIED BILLER KIP	
Serial Number:	87363815	GOLDEN THREAD	
Serial Number:	87415339	INRECOVERY	
Serial Number:	88216617	KIPU	
Serial Number:	85835534	KIPU	
Serial Number:	86677404	KIPU LABSCAN	
Serial Number:	87044947	KIPUPEDIA	
Serial Number:	87044446	OTO	
Serial Number:	87216859	LEERCM	
Serial Number:	87216881	VOBGETTER	
Serial Number:	77842294	DAUPHIN	
Serial Number:	77911081		
Serial Number:	85137239	HEALTH ALBUM	
Serial Number:	77911982	MCLINIC	
Serial Number:	77911148	MCONSULT	

CH \$465.00 87357684

Property Type	Number	Word Mark
Serial Number:	77911132	MOFFICE
Serial Number:	77911093	MVISIT
Serial Number:	85190778	PINGMD

CORRESPONDENCE DATA

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.

Phone: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182293-0023-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	01/27/2021

Total Attachments: 8

source=Antares - Project KH - Trademark Security Agreement Executed#page1.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page2.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page3.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page4.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page5.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page6.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page7.tif
source=Antares - Project KH - Trademark Security Agreement Executed#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of January 27, 2021, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ANTARES CAPITAL LP (in its individual capacity, "Antares Capital"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, KIPU BUYER, LLC, a Delaware limited liability company (the "Borrower"), KIPU INTERMEDIATE, LLC, a Delaware limited liability company ("Holdings"), Antares Capital, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto, have entered into the Credit Agreement, dated as of January 27, 2021, (the "Closing Date") (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting

the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KIPU SYSTEMS LLC,
as a Grantor

By: 

Name: Edgundo Aja

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Kipu)]

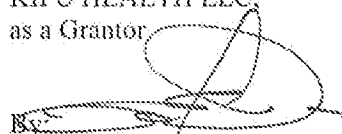
TRADEMARK
REEL: 007171 FRAME: 0429

IN RECOVERY MAGAZINE LLC,
as a Grantor

By: 

Name: Edmundo Aja
Title: Chief Financial Officer

KIPU HEALTH LLC
as a Grantor



Name: Edmundo Aja
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Kipu)]

TRADEMARK
REEL: 007171 FRAME: 0431

ANTARES CAPITAL LP,
as Collateral Agent

Kirk E. Sonnefeld

By: _____


Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
100% CERTIFIED GOLD CERTIFIED BILLER KIPU 	U.S.	App 87357684 App 03-MAR-2017	Reg 5315583 Reg 24-OCT-2017	Kipu Systems LLC
GOLDEN THREAD	U.S.	App 87363815 App 08-MAR-2017	Reg 5646188 Reg 08-JAN-2019	Kipu Systems LLC
INRECOVERY	U.S.	App 87415339 App 18-APR-2017	Reg 5363462 Reg 26-DEC-2017	In Recovery Magazine LLC
KIPU	U.S.	App 88216617 App 04-DEC-2018	Reg 5793848 Reg 02-JUL-2019	Kipu Systems LLC
KIPU	U.S.	App 85835534 App 29-JAN-2013	Reg 4442687 Reg 03-DEC-2013	Kipu Systems LLC
KIPU LABSCAN	U.S.	App 86677404 App 29-JUN-2015	Reg 4895375 Reg 02-FEB-2016	Kipu Systems LLC
KIPUPEDIA	U.S.	App 87044947 App 20-MAY-2016	Reg 5162897 Reg 14-MAR-2017	Kipu Systems LLC
OTO	U.S.	App 87044446 App 20-MAY-2016	Reg 5127508 Reg 24-JAN-2017	Kipu Systems LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
LEERCM	U.S.	App 87216859 App 26-OCT-2016	Reg 5217594 Reg 06-JUN-2017	Kipu Health LLC
VOBGetter	U.S.	App 87216881 App 26-OCT-2016	Reg 5217598 Reg 06-JUN-2017	Kipu Health LLC
DAUPHIN	U.S.	App 77842294 App 06-OCT-2009	Reg 3901682 Reg 04-JAN-2011	Kipu Health LLC
Design Only 	U.S.	App 77911081 App 13-JAN-2010	Reg 3901888 Reg 04-JAN-2011	Kipu Health LLC
HEALTH ALBUM	U.S.	App 85137239 App 24-SEP-2010	Reg 4003902 Reg 26-JUL-2011	Kipu Health LLC
MCLINIC	U.S.	App 77911982 App 14-JAN-2010	Reg 3901895 Reg 04-JAN-2011	Kipu Health LLC
MCONSULT	U.S.	App 77911148 App 13-JAN-2010	Reg 3901891 Reg 04-JAN-2011	Kipu Health LLC
MOFFICE	U.S.	App 77911132 App 13-JAN-2010	Reg 3901890 Reg 04-JAN-2011	Kipu Health LLC
MVISIT	U.S.	App 77911093 App 13-JAN-2010	Reg 3901889 Reg 04-JAN-2011	Kipu Health LLC
PINGMD	U.S.	App 85190778 App 04-DEC-2010	Reg 4040919 Reg 18-OCT-2011	Kipu Health LLC