

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biomed Healthcare, Inc.		02/12/2021	Corporation: DELAWARE
Soleo Health Holdings, Inc.		02/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4645289	SOLEO HEALTH	
Registration Number:	5317670	SOLEOMETRICS EVIDENCE BASED CARE	
Registration Number:	5317669	SOLEO METRICS	
Registration Number:	5475950	SOLEMETRICS	
Registration Number:	5131363	SOLEO CONNECT	
Registration Number:	4648210	SOLEO HEALTH	
Registration Number:	5909193	SOLEORX	
Registration Number:	6024722	SOLEO CARE TRANSITIONS	
Registration Number:	6142394	CENTERSOURCE	
Registration Number:	5610367	NUTRISOLE	
Registration Number:	5610368	NUTRISOLE	
Registration Number:	6228445	SOLEO DIRECT	
Serial Number:	88962794	CENTERSOURCE PATIENT ACCESS SIMPLIFIED	
Registration Number:	5909195	VEROS BIOLOGICS	
Registration Number:	5909194	VEROS BIOLOGICS EXCELLENCE IN BIOLOGIC T	
Registration Number:	5921795	VEROS HEALTH	
Registration Number:	5921796	VEROS HEALTH INNOVATORS IN PHYSICIAN SER	

CH \$440.00 4645289

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	02/12/2021

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this “Agreement”), effective as of February 12, 2021, is made by each of the signatories hereto (each, a “Grantor” and collectively, the “Grantors”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the ABL Credit Agreement, dated as of February 12, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SOLEO PARENT, INC., a Delaware corporation (“Holdings”), the Subsidiaries of Holdings party thereto (each a “Borrower” and collectively, jointly and severally, the “Borrowers”), several banks and other financial institutions or entities from time to time party thereto (the “Lenders”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of February 12, 2021, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of such Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property), including all rights to sue at law or in equity for an infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom

(collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment of the Obligations.

SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

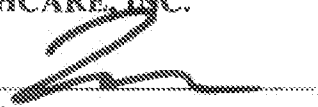
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

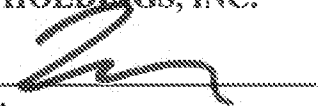
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

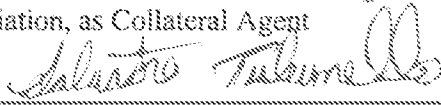
BIOMED HEALTHCARE, INC.

By: 
Name: John Ginzler
Title: Treasurer and Secretary

SOLEO HEALTH HOLDINGS, INC.

By: 
Name: John Ginzler
Title: Treasurer and Secretary

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association, as Collateral Agent



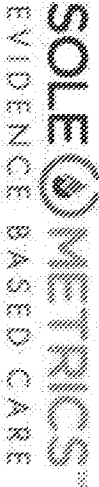
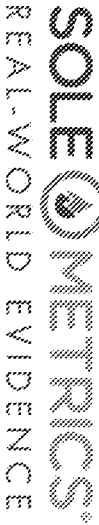


By: 
Name: Salvatore DiMello
Title: Vice President

[Signature Page to Grant of Security Interest in Trademark]



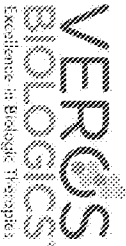


TRADEMARK
REEL: 007191 FRAME: 0357

Schedule A

U.S. Trademark Registrations and Applications

Owner	Trademark	Registration Number	Registration Date	Logo/Trademark
Soleo Health Holding, Inc.		4645289	11/25/2014	
Soleo Health Holdings, Inc.		5317670	10/24/2017	
Soleo Health Holdings, Inc.		5317669	10/24/2017	
Soleo Health Holdings, Inc.		5475950	5/22/2018	
Soleo Health Holdings, Inc.		5131363	1/31/2017	

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Logo/Trademark</u>
Soleo Health Holding, Inc.	SOLEO HEALTH	4648210	12/2/2014	SOLEO HEALTH
Soleo Health Holdings, Inc.	SOLEORX	5909193	11/12/2019	SOLEORX
Soleo Health Holdings, Inc.	SOLEO CARE TRANSITIONS	6024722	3/31/2020	SOLEO CARE TRANSITIONS
Soleo Health Holdings, Inc.	CENTERSOURCE	6142394	11.1.2020	CENTERSOURCE
Soleo Health Holdings, Inc.	NUTRISOLE	5610367	11/20/2018	NUTRISOLE
Soleo Health Holdings, Inc.	NUTRISOLE	5610368	11/20/2018	NUTRISO [®] SOLE [™]
Soleo Health Holdings, Inc.	SOLEO DIRECT	6228445	12/22/2020	SOLEO DIRECT
Soleo Health Holdings, Inc.	CENTERSOURCE PATIENT ACCESS SIMPLIFIED	Application No. 88/962,794	6/12/2020 (filed)	CENTERSOURCE [™] Patient Access Simplified

Owner	Trademark	Registration Number	Registration Date	Logo/Trademark
Veros Health Holdings, Inc.	VEROS BIOLOGICS	5909195	11/12/2019	
Veros Health Holdings, Inc.	VEROS BIOLOGICS EXCELLENCE IN BIOLOGIC THERAPIES and design 	5909194	11/12/2019	
Veros Health Holdings	VEROS HEALTH	5921795	11/26/2019	
Veros Health Holdings	VEROS HEALTH INNOVATORS IN PHYSICIAN SERVICES and design 	5921796	11/26/2019	