

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Soleo Health Holdings, Inc.		02/12/2021	Corporation: DELAWARE
Veros Health Holdings, Inc.		02/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Collateral Agent		
<b>Street Address:</b>	c/o Monroe Capital LLC, 311 S. Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4645289	SOLEO HEALTH	
<b>Registration Number:</b>	5317670	SOLEOMETRICS EVIDENCE BASED CARE	
<b>Registration Number:</b>	5317669	SOLEO METRICS	
<b>Registration Number:</b>	5475950	SOLEMETRICS	
<b>Registration Number:</b>	5131363	SOLEO CONNECT	
<b>Registration Number:</b>	4648210	SOLEO HEALTH	
<b>Registration Number:</b>	5909193	SOLEORX	
<b>Registration Number:</b>	6024722	SOLEO CARE TRANSITIONS	
<b>Registration Number:</b>	6142394	CENTERSOURCE	
<b>Registration Number:</b>	5610367	NUTRISOLE	
<b>Registration Number:</b>	5610368	NUTRISOLE	
<b>Registration Number:</b>	6228445	SOLEO DIRECT	
<b>Serial Number:</b>	88962794	CENTERSOURCE PATIENT ACCESS SIMPLIFIED	
<b>Registration Number:</b>	5909195	VEROS BIOLOGICS	
<b>Registration Number:</b>	5909194	VEROS BIOLOGICS EXCELLENCE IN BIOLOGIC T	
<b>Registration Number:</b>	5921795	VEROS HEALTH	
<b>Registration Number:</b>	5921796	VEROS HEALTH INNOVATORS IN PHYSICIAN SER	

CH \$440.00 4645289

**CORRESPONDENCE DATA****Fax Number:** 3129021061*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:** 312.577.8034**Email:** oscar.ruiz@katten.com**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 336182-00054**NAME OF SUBMITTER:** Oscar Ruiz**SIGNATURE:** /Oscar Ruiz/**DATE SIGNED:** 02/12/2021**Total Attachments: 7**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of, February 12, 2021, is made by Soleo Health Holdings, Inc., a Delaware corporation (“SHI”) and Veros Health Holdings, Inc., a Delaware corporation (“VHH” and together with SHI, each a “Grantor”), each located at 2801 Network Boulevard, Suite 505, Frisco, Texas 75034, in favor of Monroe Capital Management Advisors, LLC, 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 Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Soleo Parent, Inc., a Delaware corporation (“Holdings”), Soleo Merger Sub, Inc., a Delaware corporation (“Merger Sub” or “Initial Borrower”), which on the Closing Date shall be merged with and into Brickell Bay Acquisition Corp., a Delaware corporation (“Brickell”) with Brickell as the surviving corporation and from and after the consummation of the Acquisition shall be the “Borrower” thereunder, the other Guarantors party hereto from time to time, Monroe Capital Management Advisors, LLC, as administrative agent, the Collateral Agent, and each lender from time to time party thereto (the “Lenders”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower 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 Security Agreement, dated as of the date hereof, 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, each Grantor 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 Assets); and

WHEREAS, each Grantor has 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 Borrower pursuant to the Credit Agreement, each Grantor agrees, 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 Assets), 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 each Grantor 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.

(Remainder of the page intentionally left blank)

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.

**SOLEO HEALTH HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: John Ginzler  
Title: Secretary

**VEROS HEALTH HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: John Ginzler  
Title: Secretary

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Collateral Agent



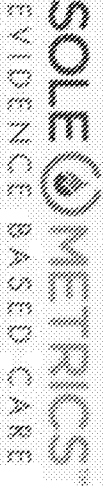



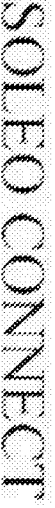
By:  \_\_\_\_\_

Name: Matthew R. Lane

Title: Managing Director

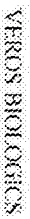

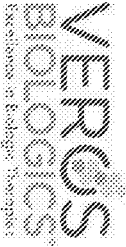


Schedule A

U.S. Trademark/ Registrations and Applications

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Logo/Trademark</u>
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	

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Logo/Trademark</b>
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	9/1/2020	CENTERSOURCE
Soleo Health Holdings, Inc.	NUTRISOLE	5610367	11/20/2018	NUTRISOLE
Soleo Health Holdings, Inc.	NUTRISOLE	5610368	11/20/2018	NUTRISO <sup>®</sup> SOLE <sup>™</sup>
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 <sup>™</sup> 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	