

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Business Intelligence Corp.		02/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5509859	CAREEMPOWER	
Registration Number:	5405972	HEALTHBI	
Registration Number:	4013862	HEALTHCOLLABORATE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054809-0073		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/17/2021		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of February 17, 2021, is made by Equality Health, LLC, a Delaware limited liability company, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of Hercules Capital, Inc. (“Agent”) in its capacity as administrative agent and collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications and copyright registrations in each work of authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including any and all intellectual property rights in computer software and computer software products, and including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) Any and all claims for damages by way of past, present and future infringements 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;

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

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(g) 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, the Intellectual Property Collateral does not include (i) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral, (ii) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law including, without limitation, Sections 9-406, 9-407, 9-408 and 9-409 of the UCC), or (iii) those assets as to which the Agent and the Grantor reasonably agree that the cost or other consequence (including any adverse tax consequences) of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent’s successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

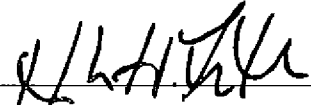
7. Electronic Execution of Certain Other Documents. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

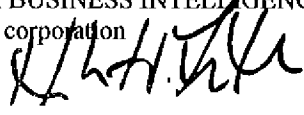
EQUALITY HEALTH, LLC, a Delaware limited liability company



By: Hugh Lytle

Title: Chief Executive Officer

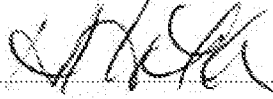
HEALTH BUSINESS INTELLIGENCE CORP., a Delaware corporation



By: Hugh Lytle

Title: Chief Executive Officer

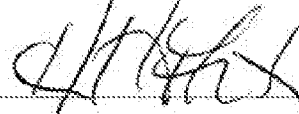
EQUALITY HEALTH NETWORK, LLC, a
Delaware limited liability company



By: Hugh Lytle

Title: Chief Executive Officer

SAG, LLC, an Arizona limited liability company



By: Hugh Lytle

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

DocuSigned by:

Zhuo Huang

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By: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

Copyrights

US Copyrights Registrations

Copyright	Registration Number	Registration Date	Owner
Socio Cultural Risk Assessment (SCRA)	TXu002144476	01-FEB-2019	Equality Health, LLC
Equality Health Cultural Care Model Training Program: 1	TXu002076064	10-DEC-2017	Equality Health Network, LLC

EXHIBIT B

Patents

US Patents

Sr. No.	Patent	Application Number/ Filing Date	Patent Number/ Issue Date	Status	Owner
1.	Method and system for automated healthcare care coordination and care transitions	15876362 22-JAN-2018	10665334 26-MAY-2020	Active	Health Business Intelligence Corp.
2.	Method and system for automated healthcare care coordination and care transitions	13949461 24-JUL-2013	9886547 06-FEB-2018	Active	Health Business Intelligence Corp.

EXHIBIT C

Trademarks

US Federal Trademarks

Sr. No.	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
1.	LINQAZ 	90110178 12-AUG-2020		EQUALITY HEALTH, LLC	Pending
2.	CARING IS BACK CARING IS BACK	88649150 10-OCT-2019		EQUALITY HEALTH, LLC	Pending
3.	SCRA 	88325858 05-MAR-2019		EQUALITY HEALTH, LLC	Pending
4.	EQUALITY CARE CENTER 	87902396 01-MAY-2018	5962286 14-JAN-2020	EQUALITY HEALTH, LLC	Registered
5.	CAREEMPOWER 	87555476 03-AUG-2017	5509859 03-JUL-2018	HEALTH BUSINESS INTELLIGENCE CORP.	Registered
6.	HEALTHBI 	87514438 03-JUL-2017	5405972 20-FEB-2018	HEALTH BUSINESS INTELLIGENCE CORP.	Registered
7.	EQUALITY HEALTH NETWORK 	87464876 25-MAY-2017	5364557 26-DEC-2017	EQUALITY HEALTH, LLC	Registered
8.	EQUALITY HEALTH 	86896628 03-FEB-2016	5885644 15-OCT-2019	EQUALITY HEALTH, LLC	Registered
9.	EQUALITY HEALTH 	86981673 03-FEB-2016	5192740 25-APR-2017	EQUALITY HEALTH, LLC	Registered

Sr. No.	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
10.	Q POINT HEALTH	86981851 06-JAN-2016	5183276 11-APR-2017	EQUALITY HEALTH, LLC	Registered
11.	HEALTHCOLLABO RATE HealthCollaborate	85127410 10-SEP-2010	4013862 16-AUG-2011	HEALTH BUSINESS INTELLIGENCE CORP	Renewed

Trade Names

Sr. No.	Mark	State	Reg. No./ Reg. Date	Owner	Status
1.	EQUALITY HEALTH WALK IN CLINIC	Arizona	9116181 18-JUL-2019	EQUALITY HEALTH, LLC	Registered
2.	YOUR NEIGHBORHOOD CENTER FOR PAIN CONTROL	Arizona	664625 09-MAR-2017	SAG LLC	Registered