

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOC TELEMED, INC.		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLR INVESTEMENT CORP., AS COLLATERAL AGENT		
Street Address:	500 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4160025	NEUROCALL	
Registration Number:	4953713	SMARTROUNDS	
Registration Number:	5625696	SOC SPECIALISTS ON CALL TELEMEDICINE POW	
Registration Number:	5003780	SOC TELEMED	
Registration Number:	4600119	STRONGER HOSPITALS-BETTER LIVES	
Registration Number:	5848600	ACCESS PHYSICIANS	
Registration Number:	5783885	ACCESS PHYSICIANS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054439-61		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$190.00 4160025

DATE SIGNED:

03/29/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of March 26, 2021, is made by SOC Telemed, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of SLR Investment Corp. (in such capacity, “Agent”) in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”) with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders. 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, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, trade secret rights, including, without limitation, any rights to unpatented inventions, know how, and operating manuals and any and all intellectual property rights in computer software and computer software products, in each case now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark 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 and each of its Subsidiaries connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) 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;

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

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

(j) 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 Excluded Property.

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.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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,

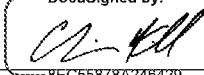
including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows.]

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:

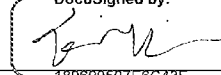
SOC TELEMED, INC., A DELAWARE CORPORATION

DocuSigned by:

8EC55878A246429...

By: Chris Knibb

Title: Chief Financial Officer

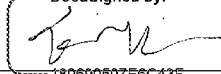
SPECIALISTS ON CALL, LLC, A DELAWARE LIMITED LIABILITY COMPANY

DocuSigned by:

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By: Eunice Kim

Title: Secretary

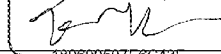
AVANT BILLING SERVICES, INC., A DELAWARE CORPORATION

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By: Eunice Kim

Title: Secretary

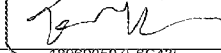
JSA HEALTH CORPORATION, A DELAWARE CORPORATION

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By: Eunice Kim

Title: Secretary


JSA HEALTH CALIFORNIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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By: Eunice Kim

Title: Secretary

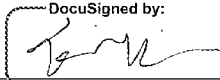
ACCESS PHYSICIANS MANAGEMENT
SERVICES ORGANIZATION, LLC A TEXAS
LIMITED LIABILITY COMPANY


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By: Eunice Kim

Title: Secretary

HEP AP-B CORP., A DELAWARE
CORPORATION

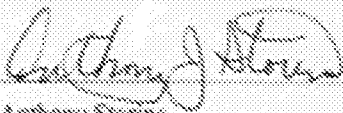
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By: Eunice Kim

Title: Secretary

AGENT:

SLR INVESTMENT CORP., A MARYLAND
CORPORATION

A handwritten signature in cursive script, appearing to read "Anthony Storino", written over a horizontal line.

By: Anthony Storino

Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 007235 FRAME: 0550

EXHIBIT A

Copyrights

None.

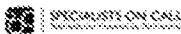
EXHIBIT B

Patents

<u>Record</u>	<u>Title</u>	<u>Application No.</u>	<u>Pub. No.</u>	<u>Patent No. and Issue Date</u>
US Federal	Remote medical evaluation	14/814,254	2016/0034657	10,417,383 Issued 9/17/19
US Federal	Remote medical evaluation heuristic – continuation-in-part of US Patent No. 10417383	16/525,241	2020/0026401	Status: Pending application
China	Remote medical evaluation	201580041464 .X	CN 106716424A	December 13, 2019
PCT	Remote medical evaluation	PCT/US2015/ 042905	WO201601914 1	Status: expired

EXHIBIT C

Trademarks

<u>Record</u>	<u>Trademark</u>	<u>Status/Key Dates</u>	<u>Goods/Services</u>
US Federal	<p>NEUROCALL</p> <p>RN: 4160025</p> <p>SN: 85297346</p> <p>Note: registration in the name of Neurocall Holdings, LLC</p>	<p>Registered 8 & 15, November 15, 2017</p> <p>Int'l Class: 44</p> <p>First Use: January 1, 2007</p> <p>Filed: April 18, 2011</p> <p>Registered: June 19, 2012</p>	<p>(Int'l Class: 44)</p> <p>24 hour on-call medical services for treating neurological disorders</p>
US Federal	<p><u>SMARTROUNDS</u></p> <p>RN: 4953713</p> <p>SN: 86378606</p>	<p>Registered May 10, 2016</p> <p>Int'l Class: 44</p> <p>First Use: April 29, 2014</p> <p>Filed: August 27, 2014</p> <p>Registered: May 10, 2016</p>	<p>(Int'l Class: 44)</p> <p>telemedicine services</p>
US Federal	<p><u>SOC SPECIALISTS ON CALL</u> <u>TELEMEDICINE</u> <u>POWERED BY</u> <u>PARTNERSHIP and</u> <u>Design</u></p>  <p>RN: 5625696</p> <p>SN: 87742112</p>	<p>Registered December 11, 2018</p> <p>Int'l Class: 44</p> <p>First Use: October, 2017</p> <p>Filed: January 3, 2018</p> <p>Registered December 11, 2018</p>	<p>(Int'l Class: 44)</p> <p>telemedicine services</p>
US Federal	<p><u>SOC TELEMED</u></p> <p>RN: 5003780</p> <p>SN: 86187577</p>	<p>Registered July 19, 2016</p> <p>Int'l Class: 44</p> <p>First Use: May 20, 2016</p> <p>Filed: February 7, 2014</p> <p>Registered: July 19, 2016</p>	<p>(Int'l Class: 44)</p> <p>telemedicine services</p>

US Federal	<u>STRONGER HOSPITALS-BETTER LIVES</u> RN: 4600119 SN: 86080828	Registered September 9, 2014 Int'l Class: 44 First Use: June 24, 2013 Filed: October 2, 2013 Registered: September 9, 2014	(Int'l Class: 44) telemedicine services
US Federal	Access Physicians (name) RN: 5848600	Registered September 3, 2019	
US Federal	Access Physicians (logo) RN: 5783885	Registered June 18, 2018	
WIPO	<u>SOC SPECIALISTS ON CALL Telemedicine Powered by Partnership and Design</u>  RN: 1417664	International Registered Last Status Received: Registered July 2, 2018 Registered: July 2, 2018 Expiration Date: July 2, 2028	(Int'l Class: 44) telemedicine services.
China	<u>SOC SPECIALISTS ON CALL Telemedicine Powered by Partnership and Design</u>  RN: 1417664	Registered: July 2, 2018 Registered with WIPO on July 2, 2018 Statement of Grant Issued January 9, 2019	(Int'l Class: 44) telemedicine services.

EXHIBIT D

Mask Works

None.