

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHSTAT, INC.		03/25/2021	Corporation: NORTH CAROLINA
GATEWAY DIRECT PRIMARY CARE JV, LLC		03/25/2021	Limited Liability Company: DELAWARE
HEALTHSTAT WELLNESS, INC.		03/25/2021	Corporation: CALIFORNIA
PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION		03/25/2021	Corporation: CALIFORNIA
PALADINA DPC HOLDING CO., LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5977949	MENT4ME	
Registration Number:	5100616	MY HS	
Registration Number:	4680476	HEALTHSTAT	
Registration Number:	4673694	HEALTHSTAT	
Registration Number:	4591052	HEALTHSTAT	
Registration Number:	4591051	HEALTHSTAT	
Registration Number:	4680475	HEALTHSTAT	
Registration Number:	2895468	HEALTHSTAT	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$215.00 5977949

Fax Number: 2028427899

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: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	036703-1936
--------------------------------	-------------

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
---------------------------	----------------------

SIGNATURE:	/JENNIFER FITZPATRICK/
-------------------	------------------------

DATE SIGNED:	04/08/2021
---------------------	------------

Total Attachments: 7

source=(Everside fka Paladina etal) IPSA#page1.tif
source=(Everside fka Paladina etal) IPSA#page2.tif
source=(Everside fka Paladina etal) IPSA#page3.tif
source=(Everside fka Paladina etal) IPSA#page4.tif
source=(Everside fka Paladina etal) IPSA#page5.tif
source=(Everside fka Paladina etal) IPSA#page6.tif
source=(Everside fka Paladina etal) IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 25, 2021 by and between Comerica Bank, a Texas banking association (“Bank”) and HEALTHSTAT, INC., a North Carolina corporation (“Healthstat”), GATEWAY DIRECT PRIMARY CARE JV, LLC, a Delaware limited liability company (“Gateway”), HEALTHSTAT WELLNESS, INC., a California professional medical corporation (“HSW”), PALADINA MEDICAL GROUP OF CALIFORNIA, PROFESSIONAL CORPORATION, a California professional corporation (“CA PC”) and PALADINA DPC HOLDING CO., LLC, a Delaware limited liability company (“DPC Holding”) (Healthstat, Gateway, HSW, CA PC and DPC Holding are each a “Grantor” and collectively, the “Grantors” provided that each reference to “Grantor” or “Grantors” herein shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. EVERSIDE HEALTH, LLC, a Delaware limited liability company formerly known as Paladina Health, LLC which was formerly known as Davita DPC Management Company, LLC (“Everside”), PALADINA MEDICAL GROUP OF NEW JERSEY, P.C., a New Jersey corporation (“Paladina New Jersey”), PALADINA HEALTH MEDICAL GROUP, PC, a Colorado corporation (“Paladina PC”), ACTIVATE HEALTHCARE LLC, an Indiana limited liability company (“Activate”) (collectively, the “Existing Borrowers”, and with Grantors, the “Borrowers”) and Bank are parties to that certain Loan and Security Agreement dated as of June 27, 2018 (as the same may from time to time be amended, modified, supplemented or restated, the “Loan Agreement”). Existing Borrowers, Grantors and Bank desire to amend the Loan Agreement by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof to add Grantors as Borrowers under the Loan Agreement (the “Amendment”). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement,

the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

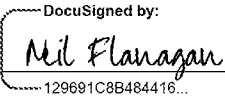
[signature page follows.]

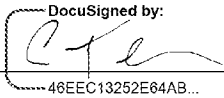
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

GRANTORS:

HEALTHSTAT, INC.

GATEWAY DIRECT PRIMARY CARE JV, LLC

By:  _____
DocuSigned by:
129691C8B484416...


By:  _____
DocuSigned by:
46EEC13252E64AB...


Name: Neil Flanagan
Title: Treasurer

Name: Chris Miller
Title: Chief Executive Officer

HEALTHSTAT WELLNESS, INC.

PALADINA MEDICAL GROUP OF CALIFORNIA,
PROFESSIONAL CORPORATION


By:  _____
DocuSigned by:
129691C8B484416...

By:  _____
DocuSigned by:
129691C8B484416...

Name: Neil Flanagan
Title: Assistant Treasurer

Name: Neil Flanagan
Title: Treasurer

PALADINA DPC HOLDING CO., LLC

By:  _____
DocuSigned by:
129691C8B484416...

Name: Neil Flanagan
Title: Treasurer

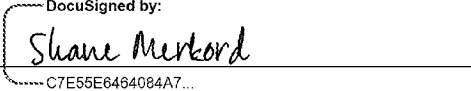
Address of Grantors:

1400 Wewatta Street, Suite 350
Denver, CO 80202

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. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

BANK:

COMERICA BANK

By:  DocuSigned by:
C7E55E6464084A7...

Name: Shane Merkord
Title: Vice President

Address of Bank:

39200 Six Mile Road
MC 7578
Livonia, Michigan
48152

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C**Trademarks**

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Paladina DPC Holding Co., LLC	MENT4ME	5977949	02/04/2020
Paladina DPC Holding Co., LLC	MY HS	5100616	12/13/2016
Paladina DPC Holding Co., LLC	HEALTHSTAT (Stylized)	4680476	02/03/2015
Paladina DPC Holding Co., LLC	HEALTHSTAT (Stylized)	4673694	01/20/2015
Paladina DPC Holding Co., LLC	HEALTHSTAT	4591052	08/26/2014
Paladina DPC Holding Co., LLC	HEALTHSTAT	4591051	08/26/2014
Paladina DPC Holding Co., LLC	HEALTHSTAT	4680475	02/03/2015
Paladina DPC Holding Co., LLC	HEALTHSTAT	2895468	10/19/2004