

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adheris, LLC		05/28/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth VI, L.P.		
Street Address:	1751 Tiburon Blvd.		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2449977	ADHERIS	
Registration Number:	4732746	ADHERIS HEALTH	
Registration Number:	4732816	ADHERISHEALTH	
Registration Number:	5147092	PATIENT INHOME	
Registration Number:	5147089	PATIENT INOFFICE	
Registration Number:	5147091	PATIENT INPHARMACY	
Registration Number:	5147088	PHARMACIST INSTORE	
Registration Number:	5147090	PRESCRIBER INOFFICE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1390055 TM		

OP \$215.00 2449977

NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	06/01/2021
Total Attachments: 8 source=TM Cover Sheet with IPSA-Adheris, LLC#page2.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page3.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page4.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page5.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page6.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page7.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page8.tif source=TM Cover Sheet with IPSA-Adheris, LLC#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Adheris, LLC

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IPSA"), dated as of May 28, 2021, is made by and between Adheris, LLC, a Delaware limited liability company (the "Grantor") in favor of Partners for Growth VI, L.P. ("PFG").

WHEREAS, concurrently herewith, Grantor intends to into that certain Unconditional Secured Continuing Guaranty and Pledge Agreement (the "Guaranty") among Grantor, MedAdvisor Welam USA, Inc., and PFG; and

WHEREAS, under the terms of the Guaranty, the Grantor has granted to PFG a security interest in, among other property, all of Grantor's intellectual property, and has agreed to execute and deliver this IPSA for recording with the applicable governmental authorities, including, but not limited to the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to PFG a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth on Exhibit A attached hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth on Exhibit B attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations and applications set forth on Exhibit C attached hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to

and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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

3. Loan Documents. This IP SA has been entered into pursuant to and in conjunction with the Guaranty and the Loan Agreement (as defined in the Guaranty), each of which are hereby incorporated by reference. The provisions of the Guaranty and the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of PFG with respect to the IP Collateral are as provided by the Loan Agreement, the Guaranty, and the other Loan Documents (as defined in the Guaranty), and nothing in this IP SA shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP SA may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP SA in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP SA.

5. Successors and Assigns. This IP SA will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP SA and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP SA and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without regard to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADHERIS, LLC

By: 

Name: ROBERT READ

Title: MANAGER

Address for Notices:

1 Van de Graaff Drive

Suite 502

Burlington, MA 01803

AGREED TO AND ACCEPTED:

PARTNERS FOR GROWTH VI, L.P.

By: _____

Name:

Title: Manager, Partners for Growth VI, LLC,
Its General Partner

Address for Notices:

1751 Tiburon Blvd

Tiburon, CA 94920

TRADEMARK

REEL: 007311 FRAME: 0697

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADHERIS, LLC

By: _____

Name:

Title:

Address for Notices:

1 Van de Graaff Drive

Suite 502

Burlington, MA 01803

AGREED TO AND ACCEPTED:

PARTNERS FOR GROWTH VI, L.P.

By: Andrew Kahn

Name: Andrew Kahn

Title: Manager, Partners for Growth VI, LLC,
Its General Partner

Address for Notices:

1751 Tiburon Blvd

Tiburon, CA 94920

TRADEMARK

REEL: 007311 FRAME: 0698

EXHIBIT A**PATENTS****Patents**

Title	Jurisdiction	Patent Number	Issue Date
Pharmacy Network Computer System and Printer	USA	8180653	15 May 2012
Pharmacy Network Computer System and Printer	USA	8762176	24 June 2014
Pharmacy Printer System and Method	USA	8072635	5 December 2011
Pharmacy Printer System and Method	USA	8531714	10 September 2013
Pharmacy Printer System and Method	USA	9524375	20 December 2016
Pharmacy Printer System and Method	USA	9405493	2 August 2016
Pharmacy Printer System and Method	USA	9727700	8 August 2017
System and Method for Special Accounts	USA	7987123	26 July 2011
System of Performing a Retrospective Drug Profile Review of De-Identified	USA	7778930	17 August 2010
System of Performing a	USA	7913900	29 March 2011

Retrospective Drug Profile Review of De-Identified Patients			
System to Provide Specific Messages to Patients	USA	7309001	18 December 2007
Pharmacy Printer System and Method	Canada	2660834	25 April 2017
System to Provide Specific Messages to Patients	Canada	2608992	21 June 2011
System of Performing a Retrospective Drug Profile Review of De-Identified Patients	Canada	2609009	4 January 2011
System to Provide Specific Messages to Patients	Australia	2006252985	24 February 2011

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
-	-	-	-

**EXHIBIT B
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
ADHERIS	USA	2449977	8 May 2001
ADHERIS HEALTH	USA	4732746	5 May 2015
ADHERISHEALTH	USA	4732816	5 May 2015
PATIENT inHOME	USA	5147092	21 February 2017
PATIENT inOFFICE	USA	5147089	21 February 2017
PATIENT inPHARMACY	USA	5147091	21 February 2017
PHARMACY inSTORE	USA	5147088	21 February 2017
PRESCRIBE inOFFICE	USA	5147090	21 February 2017

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date
-	-	-	-	-

EXHIBIT C
COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
KNOW YOUR NUMBERS: EXERCISING YOUR WAY TO A HEALTHY HEART	USA	TX0005604532	19/08/2002

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date