

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAP Health Management, LLC		06/11/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5360565	CASE 360	
Registration Number:	4645344	MAP	
Registration Number:	4996758	MAP BILLING	
Registration Number:	5528724	MAP CARE SOLUTIONS	
Registration Number:	4804250	MAP HEALTH MANAGEMENT	
Registration Number:	4996761	MAP HEALTH MANAGEMENT	
Registration Number:	5360566	MAP INSIGHTS	
Registration Number:	4996760	MAP LIVE DATA	
Registration Number:	5360572	MAP PATHWAYS	
Registration Number:	4961624	MAP RECOVERY NETWORK	
Registration Number:	4961623	MAP RECOVERY NETWORK	
Registration Number:	4961622	MAP RECOVERY NETWORK	
Registration Number:	4996759	MAP RECOVERY SUPPORT	
Registration Number:	5939274	MAPCARES	
Registration Number:	5872526	PEERLINK	
Registration Number:	4985657	THE PREMIER OUTCOMES-DRIVEN PROVIDER NET	
Registration Number:	5083912	THE PREMIER OUTCOMES-DRIVEN PROVIDER NET	
Registration Number:	5360564	WATCH TOWER	

OP \$465.00 5360565

CORRESPONDENCE DATA**Fax Number:**

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: 2125490410
Email: shorne@reedsmith.com
Correspondent Name: LEE ANN DILLON
Address Line 1: 599 Lexington Avenue
Address Line 2: 22nd floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Lee Ann Dillon
SIGNATURE:	/Lee Ann Dillon/
DATE SIGNED:	06/17/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated with effect June 11, 2021, between **MAP HEALTH MANAGEMENT, LLC** (“**Company**”), in favor of **ESPRESSO CAPITAL LTD.** (“**Espresso**”).

WHEREAS, pursuant to the agreement between the Company, MAP Health Holdings, LLC, MAP Health Management, LLC, MAP Management Holdings, LLC, MAP Care Solutions, LLC, MAP Revenue Cycle Solutions, LLC, Carma Health Management Inc. and Espresso dated June 11, 2021 (as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide the Company with certain financings, and

AND WHEREAS, the Company as security for its obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of the Company under this Agreement.

THEREFORE, the Company, to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to the Company, hereby agrees with Espresso as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to ‘Schedule A’ shall refer to the attached Schedule A.

2. Grant of Security Interest in the Collateral. The Company, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):

- (a) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to the Company of any right under any trademark, including, without limitation, those referred to in Schedule A,
- (b) all domain names and all intellectual property licenses providing for the grant by or to the Company of any right under any domain name, including, without limitation, those referred to in Schedule A,
- (c) all renewals and extensions of the foregoing,
- (d) all goodwill of the business connected with the use of, and symbolized by, each such trademark, and
- (e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Loan Facility and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. The Company hereby acknowledges and agrees the rights and remedies of Espresso

with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.

4. The Company Remains Liable. The Company hereby agrees, anything in this Agreement to the contrary notwithstanding, the Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement, unless the Company shall have previously determined, in its reasonable business judgment, that the use or the pursuit or the maintenance of such Collateral is no longer desirable in the conduct of the Company's business and that the loss thereof, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Agreement and the rights and obligations of the Company and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

The Company has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

MAP HEALTH MANAGEMENT, LLC

DocuSigned by:
Jacob Levenson
By _____
Jacob Levenson, Manager

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:
[Signature]
By _____
Enio Lazzar, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Trademarks

<i>Trademarks (Check if none <input type="checkbox"/>) Owner</i>	Trademark	Registration No.	Registration Date
MAP Health Management, LLC	CASE 360 (Word Mark, Int. Cl. 35)	5360565	12/19/2017
MAP Health Management, LLC	MAP (Word Mark, Int. Cl. 35)	4645344	04/11/2020
MAP Health Management, LLC	MAP BILLING (Word Mark, Int. Cl. 36)	4996758	07/12/2016
MAP Health Management, LLC	MAP CARE SOLUTIONS (Word Mark, Int. Cl. 45)	5528724	07/31/2018
MAP Health Management, LLC	MAP HEALTH MANAGEMENT  (Design Mark, Int. Cl. 35)	4804250	09/01/2015
MAP Health Management, LLC	MAP HEALTH MANAGEMENT (Word Mark, Int. Cl. 35, 36, 44, 45)	4996761	07/12/2016
MAP Health Management, LLC	MAP INSIGHTS (Word Mark, Int. Cl. 35)	5360566	12/19/2017
MAP Health Management, LLC	MAP LIVE DATA (Word Mark, Int. Cl. 35, 44)	4996760	07/12/2016
MAP Health Management, LLC	MAP PATHWAYS (Word Mark, Int. Cl. 35)	5360572	12/19/2017
MAP Health Management, LLC	MAP RECOVERY NETWORK (Word Mark, Int. Cl. 36)	4961624	05/17/2016
MAP Health Management, LLC	MAP RECOVERY NETWORK (Word Mark, Int. Cl. 42)	4961623	05/17/2016
MAP Health Management, LLC	MAP RECOVERY NETWORK (Word Mark, Int. Cl. 45)	4961622	05/17/2016
MAP Health Management, LLC	MAP RECOVERY SUPPORT (Word Mark, Int. Cl. 44, 45)	4996759	07/12/2016
MAP Health Management, LLC	MAPCARES (Word Mark, Int. Cl. 9)	5939274	12/17/2019
MAP Health Management, LLC	PEERLINK (Word Mark, Int. Cl. 19)	5872526	10/01/2019
MAP Health Management, LLC	THE PREMIER OUTCOMES-DRIVEN PROVIDER NETWORK (Word Mark, Int. Cl. 35, 36, 44, 45)	4985657	06/21/2016

Trademarks, cont'd.

Owner	Trademark	Registration No.	Registration Date
MAP Health Management, LLC	THE PREMIER OUTCOMES-DRIVEN PROVIDER NETWORK (Word Mark, Int. Cl. 42)	5083912	11/15/2016
MAP Health Management, LLC	WATCH TOWER (Word Mark, Int. Cl. 35)	5360564	12/19/2017

Copyrights

Owner	Copyright	Registration No.	Registration Date
MAP Health Management, LLC	MAP Care Solutions Brief Recovery Capital Assessment (MCS BRCA) (TEXT)	TXu002207658	07/08/2020

Domain Names

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
MAP Health Management, LLC	addictdata.com	11/30/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	addictionoutcomedata.com	09/16/2012	09/17/2020	09/16/2022
MAP Health Management, LLC	addictionoutcomes.com	09/16/2012	09/17/2020	09/16/2022
MAP Health Management, LLC	addictiontreatmentdata.com	09/16/2012	09/17/2020	09/16/2022
MAP Health Management, LLC	addictiontreatmentresults.com	09/16/2012	09/17/2020	09/16/2022
MAP Health Management, LLC	cocaineoutcomes.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	cooccurringoutcomes.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	correctionsoutcomes.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	dwidata.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	heroinoutcomes.com	11/29/2012	11/30/2020	11/29/2022

Domain Names, cont'd. (Check if none)

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
MAP Health Management, LLC	mapbillingservices.com	09/06/2013	09/07/2019	09/06/2021
MAP Health Management, LLC	mapbillingservices.info	09/06/2013	09/07/2019	09/06/2021
MAP Health Management, LLC	mapbillingservices.org	09/06/2013	09/07/2019	09/06/2021
MAP Health Management, LLC	mapehr.com	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapehr.info	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapehr.org	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapemr.com	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapemr.info	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapemr.org	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	mapfamilysupport.com	11/22/2013	11/23/2020	11/22/2021
MAP Health Management, LLC	maphealthmanagement.com	02/13/2013	02/14/2021	02/13/2023
MAP Health Management, LLC	maphealthmanagement.info	02/13/2013	02/14/2021	02/13/2023
MAP Health Management, LLC	maphealthmanagement.org	02/13/2013	02/14/2021	02/13/2023
MAP Health Management, LLC	maphealthmanagement.us	02/13/2013	02/18/2021	02/12/2023
MAP Health Management, LLC	maphealthservices.com	02/04/2013	02/05/2021	02/04/2023
MAP Health Management, LLC	maphealthservices.org	02/04/2013	02/05/2021	02/04/2023
MAP Health Management, LLC	mapiop.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	maplaboratories.com	08/15/2013	08/16/2019	08/15/2021
MAP Health Management, LLC	maplaboratories.info	08/15/2013	08/16/2020	08/15/2025
MAP Health Management, LLC	maplaboratories.org	08/15/2013	08/16/2020	08/15/2025
MAP Health Management, LLC	maplivedata.com	03/21/2014	03/22/2021	03/21/2022

Domain Names, cont'd. (Check if none)

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
MAP Health Management, LLC	maplivedata.info	03/21/2014	03/22/2021	03/21/2022
MAP Health Management, LLC	maplivedata.org	03/21/2014	03/22/2021	03/21/2022
MAP Health Management, LLC	mapops.com	03/29/2016	03/30/2021	03/29/2022
MAP Health Management, LLC	maprcs.com	06/23/2016	06/24/2019	06/23/2021
MAP Health Management, LLC	maprecoverysupport.com	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	maprecoverysupport.info	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	maprecoverysupport.org	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	militarydata.org	11/30/2012	12/01/2020	11/30/2022
MAP Health Management, LLC	mobileoutcomes.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	mymapdata.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	outcomesdata.com	11/29/2012	11/30/2020	11/29/2022
# - Domains by Proxy, LLC	peerlinkmap.com	06/26/2019	06/02/2020	06/20/2021
# - Domains by Proxy, LLC	peerlinkmcs.com	06/26/2019	06/02/2020	06/20/2021
MAP Health Management, LLC	performancebasedreimbursement.com	09/16/2012	09/17/2020	09/16/2022
MAP Health Management, LLC	ptsddata.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	ptsdoutcomes.com	11/29/2012	11/30/2020	11/29/2022
MAP Health Management, LLC	recoveryalerts.com	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	recoveryalerts.info	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	recoveryalerts.org	04/15/2014	04/16/2021	04/15/2022
MAP Health Management, LLC	recoverysupport.com	06/17/1998	06/17/2019	06/16/2021
MAP Health Management, LLC	relapsedata.com	09/16/2012	09/17/2020	09/16/2022

Domain Names, *cont'd.* (Check if none)

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
MAP Health Management, LLC	thisismap.info	03/26/2013	03/27/2021	03/26/2022
MAP Health Management, LLC	thisismap.org	03/26/2013	03/27/2021	03/26/2022
MAP Health Management, LLC	vetdata.org	11/30/2012	01/12/2020	11/30/2022
MAP Health Management, LLC	maprcs.com	06/23/2016	06/01/2020	06/23/2021

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