

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDAVAIL, INC.		06/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Agent		
Street Address:	4370 La Jolla Village Drive		
Internal Address:	Suite 1050		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88166512	SPOTRX	
Serial Number:	88166515	SPOTRX	
Serial Number:	88166519	SPOTRX	
Serial Number:	88166516	SPOTRX	
Serial Number:	88166514	SPOTRX	
Serial Number:	88166517	SPOTRX	
Serial Number:	88166513	SPOTRX	
Registration Number:	4800745	MEDCENTER	
Registration Number:	4800744	MEDOPS	
Registration Number:	4928151	MEDPLATFORM	
Registration Number:	4923431	MEDAVAIL REMOTE DISPENSING SYSTEM	
Registration Number:	4548631	MEDAVAIL MEDCENTER	
Registration Number:	4460151	MEDAVAIL	
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:	202-370-4750		

OP \$340.00 88166512

Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
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: 1416196

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 07/07/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 7, 2021 by and between SILICON VALLEY BANK, a California corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “Agent”), and MEDAVAIL, INC., a Delaware corporation (“Grantor”).

RECITALS

A. SILICON VALLEY BANK and SVB INNOVATION CREDIT FUND VIII, L.P., a Delaware limited partnership (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders, Agent, Grantor and the other Borrowers party thereto dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable 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 the ratable benefit of the Lenders, a security interest in and Lien on 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, and any and all intellectual property rights in computer software and computer software products 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 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");

(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 connected with and symbolized by such trademarks, 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, extensions, 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 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.

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. Authorization. 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.

4. 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.

5. Execution in Counterparts. This Agreement 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This Agreement 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 Agreement 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 giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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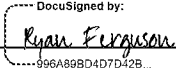
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

2196 East Camelback Road, Suite 200
Phoenix, AZ 85016
Attn: Ed Kilroy

MEDAVAIL, INC.

By:  _____
DocuSigned by:
Ryan Ferguson
996A89BD4D7D42B...

Name: Ryan Ferguson

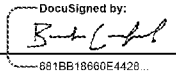
Title: Chief Financial Officer

AGENT:

Address:

4370 La Jolla Village Drive, Suite 1050
San Diego, CA 92122
Attn: Brendan Crawford

SILICON VALLEY BANK, as Agent

By:  _____
DocuSigned by:
Brendan Crawford
681BB18660E4428...

Name: Brendan Crawford

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights – NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application/Publication Number</u>	<u>Registration/ Application Date</u>
Vending machine container labeling and dispensing method	9,721,418	8/1/2017
Method for picking a package	9,242,794	1/26/2016
Dispensary embossed character container labeling	9,036,894	5/19/2015
Automated dispensary apparatus for dispensing pills	8,862,266	10/14/2014
Method, system and apparatus for dispensing drugs	8,849,449	9/30/2014
Method and apparatus for handling packages	8,789,748	7/29/2014
Rack arrangement for kiosk dispenser	8,695,814	4/15/2014
Rack arrangement for kiosk dispenser	8,191,719	6/5/2012
METHOD AND APPARATUS FOR HANDLING PACKAGES IN AN AUTOMATED DISPENSARY	8,267,310	9/18/2012
METHOD AND APPARATUS FOR PICKING A PACKAGE FROM A DISPENSING SYSTEM	8,465,243	6/18/2013
AUTOMATED DISPENSARY FOR IDENTIFYING EMBOSSED CHARACTERS AND PACKAGE LABELING	8,577,145	11/5/2013
VENDING MACHINE FOR STORAGE, LABELING AND DISPENSING OF A CONTAINER	8,738,177	5/27/2014
Method And Apparatus For Picking A Package From A Dispensing System	2,768,030 (Canada)	7/7/2015
Rack Arrangement For Kiosk Dispense	2,771,014 (Canada)	11/3/2015
Method And Apparatus For Handling Packages In An Automated Dispensary	2,788,943 (Canada)	1/19/2016
Vending Machine For Storage, Labeling And Dispensing Of A Container	2,802,916 (Canada)	11/17/2015
Vending Machine For Storage, Labeling And Dispensing	2,589,029 (Europe)	11/9/2016

<u>Description</u>	Registration/ Application/Publication <u>Number</u>	Registration/ Application <u>Date</u>
Of A Container		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SPOTRX	88/166,512	10/23/2018
SPOTRX	88/166,515	10/23/2018
SPOTRX	88/166,519	10/23/2018
SPOTRX	88/166,516	10/23/2018
SPOTRX	88/166,514	10/23/2018
SPOTRX	88/166,517	10/23/2018
SPOTRX	88/166,513	10/23/2018
MEDCENTER	4,800,745	8/25/2015
MEDOPS	4,800,744	8/25/2015
MEDPLATFORM	4,928,151	3/29/2016
MEDAVAIL REMOTE DISPENSING SYSTEM	4,923,431	3/22/2016
MEDAVAIL MEDCENTER	4,548,631	6/10/2014
MEDAVAIL	4,460,151	12/31/2013
MEDAVAIL	TMA916,261 (Canada)	10/5/2015
MEDAVAIL MEDCENTER	TMA 916,479 (Canada)	10/5/2015
MEDAVAIL REMOTE DISPENSING SYSTEM	TMA960,982 (Canada)	1/25/2017
MEDOPS	TMA 956,413 (Canada)	11/25/2016
MEDPLATFORM	TMA 956,414 (Canada)	11/25/2016
MEDAVAIL	011993631 (Europe)	10/12/2013
MEDAVAIL MEDCENTER	011993557 (Europe)	10/12/2013

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEDAVAIL REMOTE DISPENSING SYSTEM	013342126 (Europe)	2/3/2015

EXHIBIT D

Mask Works - NONE

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>