

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664556

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900628219

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IHEALTH SOLUTIONS		05/28/2021	Limited Liability Company: KENTUCKY
IHEALTH HOLDINGS, LLC		05/28/2021	Limited Liability Company: DELAWARE
IHEALTH WEST INC.		05/28/2021	Corporation: CALIFORNIA
MEDADVANTAGE, LLC		05/28/2021	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	55 Almaden Boulevard
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4280507	CREDENTIALING MADE EASY
Registration Number:	5193283	WELLNESS & REVENUE ASSISTANCE PROGRAM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

TRADEMARK

SIGNATURE:	/jessica hildebrandt/
DATE SIGNED:	08/03/2021
Total Attachments: 8 source=80778590 - resubmission#page1.tif source=80778590 - resubmission#page2.tif source=80778590 - resubmission#page3.tif source=80778590 - resubmission#page4.tif source=80778590 - resubmission#page5.tif source=80778590 - resubmission#page6.tif source=80778590 - resubmission#page7.tif source=80778590 - resubmission#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 28, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), IHEALTH SOLUTIONS LLC, a Kentucky limited liability company ("Solutions"), IHEALTH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), IHEALTH WEST INC., a California corporation ("West"), and MEDADVANTAGE, LLC, a Kentucky limited liability company ("Medadvantage," and together with Solutions, Holdings, and West, each a "Grantor" and collectively, "Grantors") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Loan Agreement, Grantors grant to Lender a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Grantors connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

IHEALTH SOLUTIONS LLC, Kentucky limited liability company

By: *Steven E. Russell*

Name: Steven E. Russell
Title: Chief Financial Officer

IHEALTH HOLDINGS, LLC, a Delaware limited liability company

By: *Steven E. Russell*

Name: Steven E. Russell
Title: Chief Financial Officer

IHEALTH WEST INC., a California corporation

By: *Steven E. Russell*

Name: Steven E. Russell
Title: Chief Financial Officer

MEDADVANTAGE, LLC, a Kentucky limited liability company

By: *Steven E. Russell*

Name: Steven E. Russell
Title: Chief Financial Officer

Address for Notices to Grantors:

Attn: 500 West Jefferson St, Suite 2310
Louisville, KY 40202
(502) 780-5765

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>Copyright Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered</u>
Recorded Document	Member TrackerTM Software	V9939D287 (2016)	TX8093693	08/19/2016 Recorded on 8/22/2016	

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Credentialing Made Easy	85439581	4280507		10/05/2011
Wellness & Revenue Assistance Program (Standard character mark)	87240014	5193283		11/17/2016

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>