

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665977

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900629778

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prognos Health Inc.		07/14/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Montage Capital II, L.P.
Street Address:	900 East Hamilton Avenue, Suite 100
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	Limited Partnership: DELAWARE
Name:	Partners for Growth VI, L.P.
Street Address:	1751 Tiburon Blvd.
City:	Tiburon
State/Country:	CALIFORNIA
Postal Code:	94920
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6238596	PROGNOSFACTOR
Registration Number:	5548200	PROGNOS
Registration Number:	5079144	OPAL
Serial Number:	90142264	PROGNOS CLINICAL TRUTHS

CORRESPONDENCE DATA

Fax Number: 6506440520

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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

TRADEMARK

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	08/09/2021
Total Attachments: 7 source=Prognos Health - IP Security Agreement#page1.tif source=Prognos Health - IP Security Agreement#page2.tif source=Prognos Health - IP Security Agreement#page3.tif source=Prognos Health - IP Security Agreement#page4.tif source=Prognos Health - IP Security Agreement#page5.tif source=Prognos Health - IP Security Agreement#page6.tif source=Prognos Health - IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 2021 by and between Prognos Health Inc., a Delaware corporation formerly known as Medivo, Inc. (“Grantor”), Montage Capital II, L.P., a Delaware limited partnership (“Montage”) and Partners for Growth VI, L.P., a Delaware limited partnership (“PFG”). Montage and PFG are each referred to herein as a “Lender” and collectively, as the “Lenders”.

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lenders and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lenders a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lenders, Borrower grants to Lenders a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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, divisions continuations, renewals, extensions and continuations-in-part thereof (the “IP Collateral”). Notwithstanding anything herein to the contrary, in no event shall the IP Collateral include, and the Grantor shall not be deemed to have granted, a security interest in or lien on any of Grantor’s right, title or interest in any United States intent-to-use trademark or service mark applications to the extent that, and solely during the period prior to the filing of evidence of use of such trademark or service mark, the grant of a security interest or lien therein or thereon would invalidate such intent-to-use trademark or service mark application under federal law (the “Excluded IP”).

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than Excluded IP. Borrower hereby authorizes Lenders to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower 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, other than Excluded IP.

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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

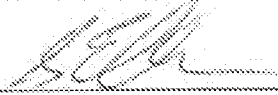
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

PROGNOS HEALTH INC.

Address of Borrower:

85 Broad Street 30th Floor
New York, NY 10004
Attn: Sundeep Bhan, CEO

By:  _____

Name: Steve Chase

Title: CFO, Treasurer

LENDERS:

MONTAGE CAPITAL II, L.P.

Address of Lenders:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By: _____

Name: _____

Title: _____

PARTNERS FOR GROWTH VI, L.P.

Partners for Growth VI, L.P.
1751 Tiburon Blvd.
Tiburon, CA 94920
Attn: Geoffrey Allan

By: _____

Name: _____

Title: _____

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PROGNOS HEALTH INC.

Address of Borrower:

85 Broad Street 30th Floor
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Attn: Sundeep Bhan, CEO

By:

Name:

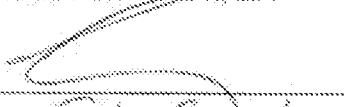
Title:

LENDERS:

MONTAGE CAPITAL II, L.P.

Address of Lenders:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By: 

Name: *Eric Gonzales*

Title: *Managing Director*

PARTNERS FOR GROWTH VI, L.P.

Partners for Growth VI, L.P.

1751 Tiburon Blvd.
Tiburon, CA 94920
Attn: Geoffrey Allan

By:

Name:

Title:

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PROGNOS HEALTH INC.

Address of Borrower:

85 Broad Street 30th Floor
New York, NY 10004
Attn: Sundeep Bhan, CEO

By: _____

Name: _____

Title: _____

LENDERS:

MONTAGE CAPITAL II, L.P.

Address of Lenders:

Montage Capital II, L.P.
900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Eric Gonzales

By: _____

Name: _____

Title: _____

PARTNERS FOR GROWTH VI, L.P.

Partners for Growth VI, L.P.
1751 Tiburon Blvd.
Tiburon, CA 94920
Attn: Geoffrey Allan

By:  _____

Name: Geoffrey Allan

Title: Manager, Partners for Growth VI, LLC

Its General Partner

SCHEDULE B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
METHODS AND SYSTEMS FOR MANAGING PATIENT-CENTRIC INFORMATION	17/158,906	January 26, 2021

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date/ Registration Date</u>
PROGNOS CLINICAL TRUTHS	90142264		August 27, 2020
PROGNOSFACTOR	88957536	6238596	June 10, 2020 / January 5, 2021
PROGNOS	87199801	5548200	October 11, 2016 / August 28, 2018
OPAL	86716995	5079144	August 6, 2015 / November 8, 2016