

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NURSING WITHOUT WALLS, INC.		08/20/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL III, LLC		
<b>Street Address:</b>	1117 State Street		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88711832	GENTO	
<b>Serial Number:</b>	88711816	GENTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		
<b>DATE SIGNED:</b>	08/20/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 20 2021 by and between Health Without Walls Inc., a Delaware corporation ("Parent"), Nursing Without Walls, Inc., a Delaware corporation ("NWW"), Tender Health LLC, a California limited liability company ("THLLC"), Gento NJ, LLC, a New Jersey limited liability company ("Gento"), UR Therapist Inc., a Delaware corporation ("URT"), and Agility Capital III, LLC, a California limited liability company ("Lender"). Parent, NWW, THLLC, Gento and URT are each referred to herein as a "Grantor" and collectively as "Grantors".

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantors (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in all of each Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

### AGREEMENT

To secure performance of each Grantor's Obligations, each Grantor grants to Lender a security interest in all of Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), in each case, to the extent constituting Collateral. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor, 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. Grantors hereby authorize Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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.

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 one 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. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California.

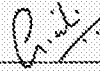
[SIGNATURE PAGE FOLLOWS]

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

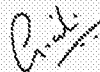
Address of Grantors:  
3415 South Sepulveda Blvd.  
Suite 540/550  
Los Angeles, California 90036

**GRANTORS:**


**HEALTH WITHOUT WALLS INC.**

By:   
Name: Victor Gajendran  
Title: CEO

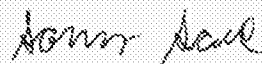
**NURSING WITHOUT WALLS, INC.**

By:   
Name: Victor Gajendran  
Title: CEO


**UR THERAPIST INC.**

By:   
Name: Victor Gajendran  
Title: CEO

**TENDER HEALTH LLC**

By:   
Name: Sonny Sandel  
Title: CEO

**GENTO NJ, LLC**

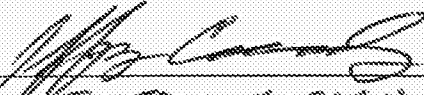
By:   
Name: Victor Gajendran  
Title: CEO

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

**LENDER:**

**AGILITY CAPITAL III, LLC**

Address of Lender:  
1117 State Street  
Santa Barbara, CA 93101

By:   
Name: WALTER CARROLL  
Title: MANAGING MEMBER

**EXHIBIT A**

**Copyrights**

If None, check this box:

<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

If None, check this box:

<u>Owner</u>	<u>Title</u>	<u>Serial Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

<u>Owner</u>	<u>Description</u>	<u>Serial Number / Registration Number</u>	<u>Application Date / Registration Date</u>
NWW	GENTO	88711832	December2, 2019
NWW	GENTO	88711816	December2, 2019

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