

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669871

<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>
RELATIENT, INC.		08/24/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4732683	EVERSEAT	
<b>Registration Number:</b>	4732685		
<b>Registration Number:</b>	6051130	MDPAY	
<b>Registration Number:</b>	6050857	MDPAY	
<b>Registration Number:</b>	4279041	RELATIENT	
<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>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1456801		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	08/24/2021		

OP \$140.00 4732683

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of August 24, 2021, is entered into by and among CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and RELATIANT, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Address of Grantor:

Relatient, Inc.  
320 Liberty Pike, Ste 115  
Franklin, TN 37064

GRANTOR:

RELATIEN, INC.

By: Mark F. Dzialga  
Name: Mark Dzialga  
Title: President

Address of Bank:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4<sup>th</sup> Floor  
Toronto, Ontario M5L 1A2

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

Address of Grantor:

Relatient, Inc.  
320 Liberty Pike, Ste 115  
Franklin, TN 37064

GRANTOR:

RELATIENT, INC.


By: \_\_\_\_\_  
Name:  
Title:

Address of Bank:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4<sup>th</sup> Floor  
Toronto, Ontario M5L 1A2

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  \_\_\_\_\_  
Name: Paul McKinlay  
Title: Managing Director

By:  \_\_\_\_\_  
Name: Mark Usher  
Title: Managing Director

EXHIBIT A

COPYRIGHTS

<u>COPYRIGHTS / COPYRIGHT APPLICATION</u>	<u>COPYRIGHT # / APPLICATION #</u>	<u>ISSUE DATE / APPLICATION DATE</u>
<u>N/A</u>		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
N/A		

EXHIBIT C

TRADEMARKS

DESCRIPTION	REGISTRATION / SERIAL #	REGISTRATION / APPLICATION DATE
Everseat	4,732,683	5/5/15
{Everseat Logo}	4,732,685	5/5/15
MDPAY	6,051,130	5/12/20
MDPAY(Stylized)	6,050,857	5/12/20
Relatient	4,279,041	1/22/13