

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VitalHub Corp.		08/26/2021	Corporation: CANADA

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	44 King Street West
City:	Toronto,
State/Country:	CANADA
Postal Code:	M5H 1H1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4378348	VITALHUB
Registration Number:	4381904	VITALHUB
Registration Number:	5309277	OAK GROUP INTERNATIONAL
Registration Number:	0530702	
Registration Number:	0530701	
Registration Number:	3519285	MCAP
Registration Number:	2884851	CRITVIEW
Registration Number:	2108416	OAK GROUP
Registration Number:	1985849	MCAP
Registration Number:	1919423	MCAP
Registration Number:	5309276	OAK GROUP INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: 4168656636

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: 4168652965

Email: bnakano@grllp.com

Correspondent Name: Robert Nakano

Address Line 1: 22 Adelaide St W

Address Line 2: Bay Adelaide Centre - East Tower,

TRADEMARK

Address Line 4:	Toronto, CANADA M5H 4E3
NAME OF SUBMITTER:	Robert Nakano
SIGNATURE:	/Robert Nakano/
DATE SIGNED:	08/26/2021
Total Attachments: 5 source=TM Security Agreement - VitalHub Corp#page1.tif source=TM Security Agreement - VitalHub Corp#page2.tif source=TM Security Agreement - VitalHub Corp#page3.tif source=TM Security Agreement - VitalHub Corp#page4.tif source=TM Security Agreement - VitalHub Corp#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**") dated as of August 26, 2021, is made by and between VitalHub Corp., a Canada Corporation (the "**Grantor**") in favour of The Bank of Nova Scotia (the "**Lender**").

WHEREAS, the Grantor has entered into a Commitment letter dated August 26, 2021 (the "**Credit Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain General Security Agreement dated as of August 26, 2021, made by and between the Grantor and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**Trademark Collateral**"):

- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
- (b) all rights of any kind whatsoever of the Grantor accruing under the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Trademarks; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Registrar of Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

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

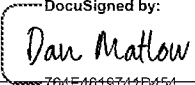
5. Successors and Assigns. This Trademark Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VITALHUB CORP.

DocuSigned by:
By: 
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Name: Daniel Matlow

Title: Chief Executive Officer

Address for Notices : 480 University Avenue,
Suite 1001 Toronto, Ontario M5G 1V2


SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Status	Jurisdiction	Registration Number	Registration Date	Record Owner
	Registered/Active	Canada	TMA845510	2013-03-07	VitalHub Corp.
VITALHUB	Registered/Active	Canada	TMA845511	2013-03-07	VitalHub Corp.
	Registered	United States of America	US4378348	2013-08-06	VitalHub Corp.
VITALHUB	Registered	United States of America	US4381904	2013-08-13	VitalHub Corp.
Oak Group International (stylized word)	Registered	United States of America	US5309277	2017-10-17	VitalHub Corp.
Oak Group International	Registered	United States of America	US5309276	2017-10-17	VitalHub Corp.
MCAP MEDICAL INTELLIGENCE (stylized word)	Registered	United States of America	US530702	2017-10-10	VitalHub Corp.
Color ball (stylized logo)	Registered	United States of America	US530701	2017-10-10	VitalHub Corp.
MCAP (standard word) Class 41 and Class 42	Registered	United States of America	US3519285	2008-10-21	VitalHub Corp.
CRITVIEW	Registered	United States of America	US2884851	2004-09-14	VitalHub Corp.
Oak Group	Registered	United States of America	US2108416	1997-10-28	VitalHub Corp.
MCAP (standard word) Class 016	Registered	United States of America	US1985849	1996-07-09	VitalHub Corp.

MCAP (standard word) Class 009	Registered	United States of America	US1919423	1995-09-19	VitalHub Corp.
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Trademark Applications

Mark	Status	Jurisdiction	Application Number	Filing Date	Record Owner
 vitalhub	Registered	Canada	1516138	N/A	VitalHub Corp.
VITALHUB	Registered	Canada	1516923	N/A	VitalHub Corp.