

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIT CHECK, INC.		10/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	ONE EAST WASHINGTON STREET		
Internal Address:	SUITE 1400		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4943210	KIT CHECK	
Registration Number:	4880372		
Registration Number:	4943211	ANESTHESIA CHECK	
Registration Number:	4870412		
Registration Number:	5944634	BLUESIGHT	
Registration Number:	6102458	PRESCRIPTIVE INTELLIGENCE	
Registration Number:	5863982	PRESCRIPTIVE INTELLIGENCE	
Serial Number:	90517791	MEDICATION INTELLIGENCE	
Serial Number:	90458463	BLUESIGHT INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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>			
Phone:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		

CH \$240.00 4943210

TRADEMARK

ATTORNEY DOCKET NUMBER:	248435.000081
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	10/14/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 14, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and KIT CHECK, INC., a Delaware corporation, ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of October 14, 2021 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Loan Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor 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 Grantor 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (i) any permit, license or contractual obligation entered into by Grantor (A) that prohibits or requires the consent of any person other than Grantor which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such permit, license or contractual obligation or (B) to the extent that any requirement of law applicable thereto (including, without limitation, rules and regulations of any governmental authority or agency) prohibits the creation of a Lien thereon, but only, with respect to the prohibition in clauses (A) and (B), to the extent, and for as long as,

such prohibition is not terminated, lapses, expires or rendered unenforceable or otherwise deemed ineffective by the Code or any other requirement of law (including, without limitation, Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code), and (ii) any trademark applications filed on an "intent-to-use" basis, until the earlier of (a) the filing of a statement of use with respect thereto or (b) the issuance of a registration therefor; provided that upon the termination, lapsing or expiration of any such prohibition, such property shall automatically be subject to the security interest granted in favor of Lender hereunder and under the Loan Agreement and become part of the "Intellectual Property Collateral"; provided, further, any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment shall be part of the "Intellectual Property Collateral" so long as such cash proceeds and/or noncash proceeds are not otherwise excluded from the definition of "Intellectual Property Collateral" pursuant to the foregoing clauses (i) and (ii).

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to and in furtherance of, and not in limitation of, 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.

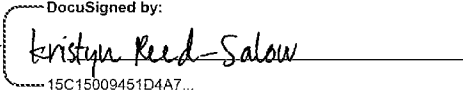
This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format ("PDF"), or any similar format, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

[Signatures Follow.]

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

GRANTOR:

KIT CHECK, INC.

By  _____
15C15009451D4A7...

Name: Kristyn Reed-Salaw

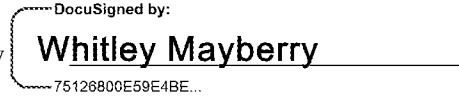
Title: CFO

Address for Notices:

Attn: Legal / CFO
1800 Duke Street, Suite 108
Alexandria, VA 22314
Tel: (415) 902-0784

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By  _____
75126800E59E4BE...

Name: Whitley Mayberry

Title: Relationship Manager

Address for Notices:

Western Alliance Bank
One East Washington Street
Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: LegalDepartment@westernalliancebank.com

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist **X**

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Application Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
KIT CHECK	86/620339	4943210	5/5/2015	4/19/2026
 KIT CHECK (design)	86/620349	4880372	5/5/2015	1/5/2016
ANESTHESIA CHECK	86/620356	4943211	5/5/2015	4/19/2016
 ANESTHESIA CHECK (Design)	86/620363	4870412	5/5/2015	12/15/2015
BLUESIGHT	87/545124	5944634	7/27/2017	12/24/2019
PRESCRIPTIVE INTELLIGENCE	87/587733	6102458	8/29/2017	7/14/2020
PRESCRIPTIVE INTELLIGENCE	87/981580	5863982	8/29/2017	9/17/2019
MEDICATION INTELLIGENCE	90/517791	-	2/8/2021	-
BLUESIGHT INSIGHTS	90/458463	-	1/9/2021	-

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Status</u>	<u>Filing Date:</u>	<u>Issue Date:</u>
MANAGEMENT OF PHARMACY KITS	8,990,099	13/554342	Issued	7/20/2012	3/24/2015
MANAGEMENT OF PHARMACY KITS	9,058,412	14/603730	Issued	1/23/2015	6/16/2015
MANAGEMENT OF PHARMACY KITS	9,058,413	14/603828	Issued	1/23/2015	06/16/15
MANAGEMENT OF PHARMACY KITS	9,037,479	14/603962	Issued	1/23/2015	5/19/2015
MANAGEMENT OF PHARMACY KITS	9,805,169	14/701958	Issued	5/1/2015	10/31/2017
MANAGEMENT OF PHARMACY KITS	9,734,294	14/818101	Issued	8/4/2015	8/15/2017
MANAGEMENT OF PHARMACY KITS	9,367,665	14/818113	Issued	8/4/2015	6/14/2016
MANAGEMENT OF PHARMACY KITS	11,139,075	15/787204	Issued	10/18/2017	2/8/2018 (Publication Date)
REEXAMINATION CERTIFICATE U.S. Pat. No. 8,990,099	8,990,099 C1	90/014344	Issued	7/25/2019	6/29/2020
REEXAMINATION CERTIFICATE U.S. Pat. No. 9,058,412	9,058,412 C1	90/014345	Issued	7/25/2019	6/25/2020
REEXAMINATION CERTIFICATE U.S. Pat. No. 9,058,413	9,058,413 C1	90/014343	Issued	7/26/2019	4/22/2020

REEXAMINATION CERTIFICATE U.S. Pat. No. 9,805,169	9,805,169 C1	90/014347	Issued	7/29/2019	5/26/2020
REEXAMINATION CERTIFICATE U.S. Pat. No. 9,367,665	9,367,665 C1	90/014346	Issued	7/26/2019	5/13/2020
MEDICATION TRACKING	9,171,280	14/563732	Issued	12/8/2014	10/27/2015
MEDICATION TRACKING	9,582,644	14/876533	Issued	10/6/2015	2/28/2017
MEDICATION TRACKING	10,083,766	15/426302	Issued	2/7/2017	9/25/2018
MEDICATION TRACKING	10,600,513	16/103001	Issued	8/14/2018	3/24/2020
MEDICATION TRACKING	10,930,393	16/822459	Issued	3/18/2020	2/23/2021
MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	9,449,296	14/472410	Issued	8/29/2014	9/20/2016
MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	11,017,352	15/269371	Issued	9/19/2016	5/25/2021
MANAGEMENT OF PHARMACY KITS	-	17/448310	Pending	9/21/2021	-
MEDICATION TRACKING	-	17/177914	Published	2/17/2021	-
MANAGEMENT OF PHARMACY KITS USING MULTIPLE ACCEPTANCE CRITERIA FOR PHARMACY KIT SEGMENTS	-	17/325923	Pending	5/20/2021	-

SELECTIVE DISTRIBUTION OF PHARMACY ITEM DATA FROM PHARMACY ITEM TRACKING SYSTEM	-	16/985594	Published	8/5/2020	-
IDENTIFYING DISCREPANCIES BETWEEN EVENTS FROM DISPARATE SYSTEMS	-	16/121155	Published	9/4/2018	-