

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complete Health Partners, Inc.		10/15/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Athyrium Opportunities IV Acquisition LP		
Street Address:	505 Fifth Avenue, Floor 18		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6149322	COMPLETE HEALTH RESEARCH	
Serial Number:	88903172	COMPLETE HEALTH	
Serial Number:	88903162	COMPLETE HEALTH PHYSICIANS	
Serial Number:	88903151	COMPLETE HEALTH PARTNERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127646944		
Email:	TMaloney@KSLaw.com		
Correspondent Name:	Timothy Maloney		
Address Line 1:	110 North Wacker Drive, Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	C/M: 29029/230008		
NAME OF SUBMITTER:	Timothy Maloney		
SIGNATURE:	/Timothy Maloney/		
DATE SIGNED:	10/15/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of October 15, 2021, by and between the Grantor listed on the signature page hereof (the “*Grantor*”), and ATHYRIUM OPPORTUNITIES IV ACQUISITION LP, in its capacity as collateral agent (together with its permitted successors and assigns, “*Collateral Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated of even date herewith, 2021 (as amended, restated, supplemented, extended or otherwise modified from time to time, the “*Credit Agreement*”) by and among Complete Health Partners Holdings, LLC, a Delaware limited liability company (“*Company*”), Complete Health Partners, Inc., a Delaware corporation (“*Holdings*”) and certain of their respective Subsidiaries, as Guarantors (collectively, with the Company and Holdings, the “*Credit Parties*”), the Lenders party thereto from time to time, and Athyrium Opportunities IV Acquisition LP, as Administrative Agent and Collateral Agent for the Lenders, Lenders are willing to make certain financial accommodations available to the Credit Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Credit Parties and the other Grantors as provided for in the Credit Agreement and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (i) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iv) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights registered or applied for trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. SUCCESSORS AND ASSIGNS. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

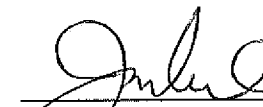
[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

COMPLETE HEALTH PARTNERS, INC.

By: _____



Name: Jim Mihnovich

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007453 FRAME: 0590

**ACKNOWLEDGED AND
AGREED:**

**ATHYRIUM OPPORTUNITIES IV
ACQUISITION LP, as Collateral Agent**

By: Athyrium Opportunities Associates IV LP, its
general partner

By: Athyrium Opportunities Associates IV GP LLC,
the general partner of Athyrium Opportunities
Associates IV LP

By: *Rashida Adams*
Name: Rashida Adams
Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Registration No.	Registration Date
Complete Health Partners, Inc.	COMPLETE HEALTH RESEARCH	6149322	September 8, 2020

Trademark Applications

Grantor	Mark	Serial No.	Filing Date
Complete Health Partners, Inc.	COMPLETE HEALTH	88903172	May 6, 2020
Complete Health Partners, Inc.	COMPLETE HEALTH PHYSICIANS	88903162	May 6, 2020
Complete Health Partners, Inc.	COMPLETE HEALTH PARTNERS	88903151	May 6, 2020