

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689825

<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>
EXER HOLDING COMPANY, LLC		11/19/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRINITY CAPITAL INC.		
<b>Street Address:</b>	1 N. 1st Street, Floor 3		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86104991	EXER MORE THAN URGENT CARE	
<b>Serial Number:</b>	90758868	WE'VE GOT THIS	
<b>Serial Number:</b>	90758912	WELCOME TO BETTER	
<b>Serial Number:</b>	90758961	LET'S GET YOU BETTER	
<b>Serial Number:</b>	90764127	WE'VE GOT YOU	
<b>Serial Number:</b>	97004561	EXER URGENT CARE	
<b>Serial Number:</b>	97004881	EXER URGENT CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	8585506412		
<b>Email:</b>	lortiz@cooley.com		
<b>Correspondent Name:</b>	LISA ORTIZ		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	330658-132		
<b>NAME OF SUBMITTER:</b>	LISA ORTIZ		

CH \$190.00 86104991

<b>SIGNATURE:</b>	/LISA ORTIZ/
<b>DATE SIGNED:</b>	11/22/2021
<b>Total Attachments: 8</b> source=exeripsa#page1.tif source=exeripsa#page2.tif source=exeripsa#page3.tif source=exeripsa#page4.tif source=exeripsa#page5.tif source=exeripsa#page6.tif source=exeripsa#page7.tif source=exeripsa#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of November 19, 2021, is made by, EXER HOLDING COMPANY, LLC, ("Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Lender desires the parties to enter into this Agreement regarding the portion of Collateral constituting intellectual property of Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets of Grantor, and any and all intellectual property rights of Grantor in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights of Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections of Grantor including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications of Grantor set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights of Grantor, 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights of Grantor to protect semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages of Grantor by way of past, present and future infringements of any of the rights of Grantor 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) All licenses or other rights of Grantor 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) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 Collateral.

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

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Attorneys' Fees. If either party commences and prevails in any action against any other party to interpret or enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing part(ies) reasonable attorneys' fees, expenses, and costs of suit.

*[Signature page follows.]*

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

**GRANTOR:**

**EXER HOLDING COMPANY, LLC,**  
a Delaware limited liability company

By:   
Name: Rob Mahan  
Title: Chief Executive Officer

**LENDER:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Sarah Stanton  
Title: General Counsel and Secretary

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

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a Delaware limited liability company

By: \_\_\_\_\_

Name: Rob Mahan

Its: Chief Executive Officer

**LENDER:**

**TRINITY CAPITAL INC.,**  
a Maryland corporation

By:  \_\_\_\_\_

Name: Sarah Stanton

Title: General Counsel and Secretary

EXHIBIT A  
COPYRIGHTS

None.

**EXHIBIT B**

**PATENTS**

None.



**EXHIBIT C**

**TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date.</b>	<b>Registration No.</b>	<b>Registration Date</b>
EXER HOLDING COMPANY, LLC	EXER MORE THAN URGENT CARE (stylized Mark, words and design)	86104991	10/29/13	4555559	6/24/14
EXER HOLDING COMPANY, LLC	WE'VE GOT THIS (Standard Character Mark)	90758868	6/7/21	Pending	Pending
EXER HOLDING COMPANY, LLC	WELCOME TO BETTER (Standard Character Mark)	90758912	6/7/21	Pending	Pending
EXER HOLDING COMPANY, LLC	LET'S GET YOU BETTER (Standard Character Mark)	90758961	6/7/21	Pending	Pending
EXER HOLDING COMPANY, LLC	WE'VE GOT YOU (Standard Character Mark)	90764127	6/7/21	Pending	Pending
EXER HOLDING COMPANY, LLC	EXER URGENT CARE (Standard Character Mark) <sup>1</sup>	97004561	8/31/21	Pending	Pending
EXER HOLDING COMPANY, LLC	EXER URGENT CARE (Stylized Mark)	97004881	8/31/21	Pending	Pending
EXER HOLDING COMPANY, LLC	EXER URGENT CARE (Stylized Mark) <sup>2</sup>	Pending	Pending	Pending	Pending
EXER HOLDING COMPANY, LLC	EXER (Stylized Mark) <sup>2</sup>	Pending	Pending	Pending	Pending

<sup>1</sup> Registration will be amended to specify logo colors.

<sup>2</sup> New 1A Trademark Application to be filed.

EXHIBIT D

**MASK WORKS**

None.