

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPENCER HEALTH SOLUTIONS, INC.		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RESEARCH CORPORATION TECHNOLOGIES, INC.		
Street Address:	6440 N. Swan Road, Suite 200		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85718		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	6463786	SPENCERCARE	
Registration Number:	6455955	SPENCER HEALTH SOLUTIONS	
Registration Number:	5375054	HELLO I'M SPENCER	
Registration Number:	5297796	SPENCERASSIST	
Registration Number:	5167880	SPENCER	
Serial Number:	87484804	SPENCER PHARMACY	
Serial Number:	87484828	SPENCER CIRCLE OF CONNECTED CARE	
Serial Number:	87484824	SPENCER CONNECTED CARE	
Serial Number:	87484813	SPENCER URGENT CARE	
Serial Number:	87484809	SPENCER PRIMARY CARE	
Serial Number:	87484396	SPENCER-CERTIFIED PHARMACY	
Serial Number:	87484834	SPENCER STORE	
Serial Number:	86732210	HAPI MOJO	
Serial Number:	86857296	PEOPLE ALWAYS. PATIENTS SOMETIMES.	
Serial Number:	86857299	HAP INNOVATIONS	
Serial Number:	87484509	SPENCER INSURANCE	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 6463786

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: 919-755-2125
Email: evan.fultz@wbd-us.com, tmdocketing@wbd-us.com
Correspondent Name: William S. Fultz
Address Line 1: Womble Bond Dickinson (US) LLP
Address Line 2: 555 Fayetteville Street, Suite 1100
Address Line 4: Raleigh, NORTH CAROLINA 27601

ATTORNEY DOCKET NUMBER: 102145.0005.6

NAME OF SUBMITTER: William S. Fultz

SIGNATURE: /wsf/

DATE SIGNED: 12/20/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Effective December 17, 2021, **SPENCER HEALTH SOLUTIONS, INC.**, a Delaware corporation, ("**Grantor**") and **RESEARCH CORPORATION TECHNOLOGIES, INC.**, a Delaware corporation, in its capacity as collateral agent for and on behalf of the Purchasers identified as such in that certain Note Purchase Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "**Collateral Agent**") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Intellectual Property Security Agreement (this "**Agreement**"). Initially capitalized terms not otherwise expressly defined herein have the same meanings given them in the Note Purchase Agreement or the Security Agreement (as defined below), as applicable.

BACKGROUND

A. Purchasers have made and may make loans to the Grantor in an aggregate unpaid principal amount up to \$27,000,000, evidenced by the Note Purchase Agreement and the convertible secured promissory notes made by the Grantor and payable to the order of the Purchasers thereunder (collectively, the "**Notes**").

B. Concurrent with this Agreement, Grantor and Collateral Agent have entered into that certain general Security Agreement given by the Grantor in favor of the Collateral Agent (the "**Security Agreement**") for the ratable benefit of the Purchasers to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).

C. Collateral Agent hereby requests Grantor to enter into this Agreement in furtherance of Collateral Agent's right, and Grantor's obligations, under the Security Agreement.

D. To that end, and to induce the Purchasers to purchase the Notes, Grantor desires to grant and pledge to Collateral Agent, for the benefit of the Purchasers, affirms, and provides the further assurances specified herein of, its grant of a security interest in Grantor's Intellectual Property (as defined in the Security Agreement) as further assurance of the security of Grantor's obligations under the Note Purchase Agreement, the Notes, and the Security Agreement.

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Purchase Agreement, the Notes, and the Security Agreement, Grantor grants and pledges to Collateral Agent, for and on behalf of the Purchasers, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property. For the convenience of the Parties, the Patents and Trademarks comprising the Intellectual Property are set forth, respectively, on **Exhibit A** and **Exhibit B** attached hereto,

2. Recordation. Upon Collateral Agent's request, Grantor authorizes the applicable government officials to record and register this Agreement or an abstract or excerpt thereof, which abstract or excerpt thereof may take the form attached hereto as **Exhibit C**. Grantor authorizes Collateral Agent to: (a) modify this Agreement, and any such abstract or excerpt thereof,

unilaterally by amending the exhibits thereto to include any Intellectual Property that Grantor obtains after the date of this Agreement; and (b) make appropriate supplemental filing to reflect any new Intellectual Property.

3. Rights of the Purchasers. All rights of the Collateral Agent and the security interest and lien granted hereunder, and all Obligations of Grantor hereunder, and the Collateral Agent's rights in the Intellectual Property, are absolute and unconditional. Collateral Agent will have a fully perfected security interest in the Intellectual Property.

4. No Sale. Except as provided in the Note Purchase Agreement or the Security Agreement, Grantor may not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Intellectual Property or any interest therein (including, without limitation, a security interest), without the prior written consent of the Collateral Agent, except for sales in the ordinary course of business for fair value.

5. Use of Intellectual Property. Grantor may not waste or destroy the Intellectual Property or any part thereof, and may not use the Intellectual Property in violation of any statute, ordinance or policy of insurance thereon. This Agreement is made for collateral purposes only. Upon payment and satisfaction in full of the Secured Obligations, Collateral Agent must execute and deliver to Grantor an instrument in such form as may be reasonably necessary to re-vest in Grantor full title to the Intellectual Property, subject to any permitted disposition thereof that may have been made by Collateral Agent under the Note Purchase Agreement, the Security Agreement, or this Agreement.

6. Integral to Note Purchase Agreement and Security Agreement; Assignment; Release. This Agreement has been entered into under, in furtherance of, and supplements the Note Purchase Agreement and the Security Agreement. This Agreement is binding on, and inures to the benefit of, the parties hereto and their respective successors and assigns as permitted and provided in the Note Purchase Agreement and Security Agreement.

7. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all taken together constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format is effective as delivery of a manually executed counterpart of this Agreement.

8. Governing Law. This Agreement will be construed in accordance with and governed by the laws of the state of Delaware, without regard to its choice of law rules.

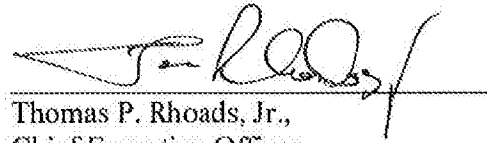
[Signature page immediately follows.]

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IN WITNESS WHEREOF, the parties have each caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized agents to be effective the date first written above.

GRANTOR:

SPENCER HEALTH SOLUTIONS, INC.



Thomas P. Rhoads, Jr.,
Chief Executive Officer

COLLATERAL AGENT:

RESEARCH CORPORATION
TECHNOLOGIES, INC.

Christopher P. Martin, President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the parties have each caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized agents to be effective the date first written above.

GRANTOR:

SPENCER HEALTH SOLUTIONS, INC.

Thomas P. Rhoads, Jr.,
Chief Executive Officer

COLLATERAL AGENT:

RESEARCH CORPORATION
TECHNOLOGIES, INC.

DocuSigned by:
Christopher P. Martin
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Christopher P. Martin, President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 007536 FRAME: 0294

EXHIBIT A
PATENTS

File #	Country Name	Status	Application #	Date Filed	Patent #	Grant Date
1335.2	United States of America	Published	15/172,646	Jun 3, 2016		
1335.2.CA	Canada	Issued	2988298	Jun 3, 2016	2988298	Feb 9, 2021
1335.2.DE	Germany	Issued	16804553.2	Jun 3, 2016	6020160341824	Apr 15, 2020
1335.2.EP	European Patent Office	Completed	16804553.2	Jun 3, 2016	3303157	Apr 15, 2020
1335.2.ES	Spain	Issued	16804553.2	Jun 3, 2016	2805339T3	Apr 15, 2020
1335.2.FR	France	Issued	16804553.2	Jun 3, 2016	3303157	Apr 15, 2020
1335.2.GB	United Kingdom	Issued	16804553.2	Jun 3, 2016	3303157	Apr 15, 2020
1335.2.NL	Netherlands	Issued	16804553.2	Jun 3, 2016	3303157	Apr 15, 2020
1335.2.SE	Sweden	Issued	16804553.2	Jun 3, 2016	3303157	Apr 15, 2020
1335.2.WO	PCT	Completed	PCTUS16035804	Jun 3, 2016		
1335.2DV	United States of America	Abandoned	15/824,567	Nov 28, 2017		
1335.2PR	United States of America	Expired	62/171,646	Jun 5, 2015		
1335.2PR2	United States of America	Expired	62/263,345	Dec 4, 2015		
1335.2PR3	United States of America	Expired	62/292,713	Feb 8, 2016		
1335.3	United States of America	Issued	15/639,167	Jun 30, 2017	10176663	Jan 8, 2019
1335.3.CA	Canada	Issued	3031195	Jul 5, 2017	3031195	Jan 26, 2021
1335.3.DE	Germany	Issued	17824777.1	Jul 5, 2017	602017037763.5	Apr 28, 2021
1335.3.EP	European Patent Office	Issued	17824777.1	Jul 5, 2017	3481362	Apr 28, 2021
1335.3.FR	France	Issued	17824777.1	Jul 5, 2017	3481362	Apr 28, 2021
1335.3.GB	United Kingdom	Issued	17824777.1	Jul 5, 2017	3481362	Apr 28, 2021
1335.3.WO	PCT	Completed	PCTUS17040659	Jul 5, 2017		
1335.3PR	United States of America	Expired	62/493,495	Jul 6, 2016		
1335.4	United States of America	Issued	12/199,602	Aug 27, 2008	11128601	Sep 21, 2021
1335.4.CA	Canada	Issued	2695539	Aug 28, 2008	2695539	Oct 11, 2016
1335.4.WO	PCT	Completed	PCTUS08010180	Aug 28, 2008		
1335.4PR	United States of America	Expired	60/968,358	Aug 28, 2007		
1335.5	United States of America	Published	15/710,503	Sep 20, 2017		
1335.5.WO	PCT	Closed	PCTUS17052412	Sep 20, 2017		
1335.5PR	United States of America	Expired	62/398,652	Sep 23, 2016		

EXHIBIT B
TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Live/Dead	Class(es)
1	87484792	6463786	SPENCERCARE	LIVE	
2	87649839	6455955	SPENCER HEALTH SOLUTIONS	LIVE	
3	87484428	5375054	HELLO I'M SPENCER	LIVE	
4	87105423	5297796	SPENCERASSIST	LIVE	
5	87484804		SPENCER PHARMACY	DEAD	035; 041; 044
6	87484828		SPENCER CIRCLE OF CONNECTED CARE	DEAD	44
7	87484824		SPENCER CONNECTED CARE	DEAD	44
8	87484813		SPENCER URGENT CARE	DEAD	44
9	87484809		SPENCER PRIMARY CARE	DEAD	44
10	87484509		SPENCER INSURANCE	DEAD	44
11	87484396		SPENCER-CERTIFIED PHARMACY	DEAD	
12	87484834		SPENCER STORE	DEAD	035; 044
13	86880624	5167880	SPENCER	LIVE	
14	86732210		HAPI MOJO	DEAD	10
15	86857296		PEOPLE ALWAYS. PATIENTS SOMETIMES.	DEAD	042; 044
16	86857299		HAP INNOVATIONS	DEAD	9

EXHIBIT C

FORM OF ABSTRACT FOR FILING IN THE USPTO

Abstract of Intellectual Property Security Agreement
spencer Health Solutions, Inc.

The following is the pertinent extract of that certain Intellectual Property Security Agreement entered into effective December 17, 2021 (the “**Agreement**”) by and between spencer Health Solutions, Inc., a Delaware corporation (the “**Grantor**”) and Research Corporation Technologies, Inc., a Delaware corporation, in its capacity as collateral agent for and on behalf of the Purchasers identified as such in that certain Note Purchase Agreement made effective December 17, 2021 (as amended, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “**Collateral Agent**”).

Grant of Security Interest; Intellectual Property. To secure its obligations under the Note Purchase Agreement and the Notes (the “**Obligations**”), Grantor grants and pledges to Purchasers a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property.

“**Intellectual Property**” means all of Grantor’s right, title, and interest in and to the following, now or hereafter existing, creating, acquired, or held:

- (a) any and all Copyrights;
- (b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (c) any and all design rights available to Grantor;
- (d) any and all Patents;
- (e) Any and all Trademarks;
- (f) Any and all claims for damages by way of past, present, and future infringements 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;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights.
- (h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

- (i) 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.

”**Copyrights**” means, collectively, any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

“**Patents**” means, collectively, all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation, those set forth on **Exhibit A** attached hereto.

“**Trademarks**” means, collectively, any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit B** attached hereto.

This security interest is intended to be a continuing interest and also covers Intellectual Property that Grantor obtains after the date hereof.

Rights of the Collateral Agent. All rights of the Collateral Agent and the security interest and lien granted under the Agreement, and all Obligations of Grantor under the Agreement, and the Collateral Agent’s rights in the Intellectual Property, are absolute and unconditional. Collateral Agent has a fully perfected security interest in the Intellectual Property.

No Sale. Except as provided in the Agreement or the Note Purchase Agreement, Grantor may not sell, offer to sell, assign, pledge, lease or otherwise transfer or encumber the Intellectual Property or any interest therein (including, without limitation, a security interest), without the prior written consent of the Collateral Agent, except for sales in the ordinary course of business for fair value.

Use of Intellectual Property. Grantor may not waste or destroy the Intellectual Property or any part thereof, and may not use the Intellectual Property in violation of any statute, ordinance, or insurance policy.

Recordation. Grantor authorizes the applicable government officials to record and register this an abstract. Grantor authorizes Collateral Agent to: (a) modify the Agreement and this abstract unilaterally by amending their exhibits to include any Intellectual Property that Grantor obtains after the date hereof; and (b) make supplemental filing to reflect that Intellectual Property.

Release. The Agreement is made for collateral purposes only. Upon payment in full of Grantor's Liabilities and termination of the Notes, Collateral Agent must execute and deliver to Grantor an instrument in such form as may be reasonably necessary to re-vest in Grantor full title to the Intellectual Property, including the Copyrights, Patents, and Trademarks, subject to any authorized disposition thereof which may have been made by Collateral Agent.

[Exhibits A and B to be attached to filing version.]