

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guidemark Health, Inc.		01/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Intermediate Capital Group plc		
Street Address:	Procession House, 55 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6129103	H.A.C.	
Registration Number:	6129036	HEALTH ACTION COMMUNITY	
Registration Number:	6129037	H A C	
Registration Number:	4978433	GUIDEMARK HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/26/2022		
Total Attachments: 6			
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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of January 26, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Intermediate Capital Group plc, as Security Agent for the Secured Parties (as defined in the Facilities Agreement) (in such capacity, together with its successors and permitted assigns, the "**Security Agent**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of January 27, 2021 (the "**Pledge and Security Agreement**"), by and among each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest in, and each Grantor hereby pledges to the Security Agent for the benefit of the Secured Parties, all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter created or acquired by a Grantor, whether tangible or intangible, and regardless of where located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

(i) each United States and foreign patent and patent application, including each United States issued Patent and Patent application referred to on Schedule A hereto;

(ii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each United States Trademark registration and Trademark application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto.

SECTION 3. Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral made

and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

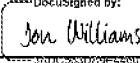
SECTION 5. Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective with respect to each Grantor when the Security Agent shall receive counterparts hereof executed by itself and such Grantor. Delivery of an executed counterpart of a signature page to this Agreement if made via electronic imaging means (e.g. "pdf") shall be effective as delivery of a manually executed counterpart of this Agreement. The words "executed," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 26th
day of January, 2022.

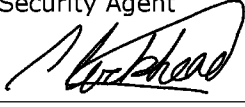
GRANTORS:

GUIDEMARK HEALTH, INC.

By:  _____
Name: Jon Williams
Title: Chairman

GRANTEE:

INTERMEDIATE CAPITAL GROUP PLC, as
Security Agent

By:  _____

Name: Peter Lockhead

Title: Authorised Signatory

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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N/A

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Owner: Guidemark Health, Inc.

Registration No.	Country	Issue Date	Mark
6129103	USA	August 18, 2020	H.A.C.
6129036	USA	August 18, 2020	Health Action Community
6129037	USA	August 18, 2020	H A C
4978433	USA	June 14, 2016	Guidemark Health

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
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N/A