

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AssureCare, LLC		01/31/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	VCP Capital Markets, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5294126	ASSURECARE	
Registration Number:	5155969	ASSURECARE	
Registration Number:	5581341	ASSURECARE	
Registration Number:	4690708	IPATIENTCARE	
Registration Number:	5362505	MEDCOMPASS	
Serial Number:	90016250	NUTRICOMPASS	
Serial Number:	90031007	NUTRICOMPASS	
Serial Number:	90832688	ASSURERX	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1581367 TM		

OP \$215.00 5294126

NAME OF SUBMITTER:	David Lee
SIGNATURE:	/David Lee/
DATE SIGNED:	01/31/2022
Total Attachments: 7 source=AssureCare - IP Security Agreement [Executed]#page1.tif source=AssureCare - IP Security Agreement [Executed]#page2.tif source=AssureCare - IP Security Agreement [Executed]#page3.tif source=AssureCare - IP Security Agreement [Executed]#page4.tif source=AssureCare - IP Security Agreement [Executed]#page5.tif source=AssureCare - IP Security Agreement [Executed]#page6.tif source=AssureCare - IP Security Agreement [Executed]#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of January 31, 2021 by and among **VCP Capital Markets, LLC**, as agent (“Agent”) and **AssureCare, LLC**, an Ohio limited liability company (“Grantor”).

RECITALS

A. Agent and Grantor are parties to that certain Loan and Security Agreement dated as of January 31, 2021 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein but excluding any Excluded Property).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure performance of all of its Obligations, Grantor grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation, the following:

(i) the trademarks and service marks, whether registered or not, and all 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 such items listed on Schedule A hereto,

(ii) the issued patents and patent applications and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto,

(iii) all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship and all extensions and renewals thereof, including such items listed on Schedule C hereto,

(iv) all rights to recover damages for past, current, and future infringement or violation of any of the foregoing,

(v) all right, title and interest in and to any and all present and future license, sublicense, and use agreements with respect to any of the foregoing, and

(vi) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that as of the Closing Date, (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all issued patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office..

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent with at least five (5) days prior written notice thereof, (ii) providing Agent with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Agent identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of the Agent.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits or modifies any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

AssureCare, LLC


250 West Court Street, Suite 450E
Cincinnati, OH 45202

By 
Name Mahendra B. Vora
Title Manager

Address of Agent:
Four Embarcadero Center, 20th
Floor
San Francisco, CA 94111

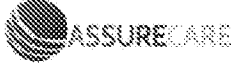

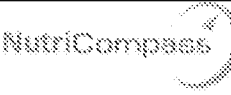
VCP Capital Markets, LLC, as Agent

By: Vista Credit Partners, L.P.
Its: Senior Managing Member

By: 
Name: David Flannery
Title: Authorized Person

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

Owner	Mark	Country	App No	Filing Date	Reg No	Reg Date	Goods/ Services
AssureCare, LLC	ASSURECARE	US	87123631	8/2/2016	5294126	9/26/2017	Cl. 9: Computer software for controlling and managing patient medical information
AssureCare, LLC	 ASSURECARE	US	87121586	7/29/2016	5155969	3/7/2017	Cl. 9: Computer software for controlling and managing patient medical information
AssureCare, LLC	 ASSURECARE	US	87162334	9/6/2016	5581341	10/9/2018	Cl. 9: Computer software for controlling and managing patient medical information
AssureCare, LLC	IPATIENTCARE	US	86090066	10/12/2013	4690708	2/24/2015	Computer programs for use in managing electronic medical records and management of medical practice
AssureCare, LLC	MEDCOMPASS	US	87162263	9/6/2016	5362505	12/26/2017	CE9: Computer programs for use in managing electronic medical records and management of medical practice
AssureCare, LLC	NUTRICOMPASS	US	90016250	6/23/2020			Cl. 9: Computer software for controlling and managing patient medical information
AssureCare, LLC	 NutriCompass	US	90031007	7/1/2020			Cl. 9: Downloadable computer software for controlling and managing patient medical information
AssureCare, LLC	ASSURERX	US		7/16/2021			Software-as-a-Services (SaaS) services featuring software for clinical pharmacy services

SCHEDULE B

Issued Patents and Patent Applications

Patent application 17/314,081, filed May 7, 2021 ("the invention"), which is entitled Multi-Segment Central Medical Records Storage, Security, and Access ("the subject application"), and which claims priority to patent application number 63/022,705 filed May 11, 2020 ("the priority application").

Issued Patents and Pending Patent Applications Licensed

None.

SCHEDULE C

Registered Copyrights

U.S. Copyrights

Owner	Title of Work	Registration Number	Registration Year
AssureCare, LLC	iPatientCare 18.0	TX0008673236	2018
AssureCare, LLC	iPatientCare 2014 (2.0)	TX0007977287	2015
AssureCare, LLC	iPatientCare	TXu001683500	2010

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed

None.

Unregistered Copyrights

None.