

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MODERNIZING MEDICINE, INC.		02/08/2022	Corporation: DELAWARE
EXSCRIBE, INC.		02/08/2022	Corporation: DELAWARE
MODERNIZING MEDICINE GASTROENTEROLOGY, INC.		02/08/2022	Corporation: DELAWARE
KLARA HOLDINGS, LLC		02/08/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6062131	EXSCRIBE ORTHOPAEDIC HEALTHCARE SOLUTION
Serial Number:	88171055	POCKETPATIENT
Registration Number:	5694691	EMA
Registration Number:	4847151	EMA RHEUMATOLOGY
Registration Number:	4847152	EMA GASTROENTEROLOGY
Registration Number:	4847153	EMA OTOLARYNGOLOGY
Registration Number:	4847154	EMA GASTROENTEROLOGY
Registration Number:	4847155	EMA RHEUMATOLOGY
Registration Number:	5223441	MODMED
Registration Number:	5223442	MODMED
Registration Number:	4843590	EMA
Registration Number:	4848753	EMA
Registration Number:	4346525	MODERNIZING MEDICINE
Registration Number:	4446273	MODERNIZING MEDICINE

OP \$515.00 6062131

Property Type	Number	Word Mark
Registration Number:	4292731	ELECTRONIC MEDICAL ASSISTANT
Registration Number:	4298563	ELECTRONIC MEDICAL ASSISTANT
Registration Number:	3571730	GGASTRO
Registration Number:	2532372	GMED
Registration Number:	5027286	KLARA
Registration Number:	5184218	KLARA

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1595112 TM
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	02/08/2022

Total Attachments: 6
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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2022 (this “Agreement”), among EXSCRIBE, INC., a Delaware corporation, MODERNIZING MEDICINE, INC., a Delaware corporation, MODERNIZING MEDICINE GASTROENTEROLOGY, INC., a Delaware corporation, KLARA HOLDINGS, LLC, a Delaware limited liability company (each a “Grantor”) and SILICON VALLEY BANK, as First Lien Administrative Agent (in such capacity, the “First Lien Administrative Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of February 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among MODERNIZING MEDICINE, INC., a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and SILICON VALLEY BANK, as the First Lien Administrative Agent, and (b) the First Lien Collateral Agreement dated of February 8, 2022 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings (if any), the Borrower, the other grantors from time to time party thereto and the First Lien Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is the Borrower or an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under such Grantor’s Trademarks (including for the avoidance of doubt, the Trademarks listed on Schedule I attached hereto), including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable (whether at the stated maturity, by acceleration or otherwise) with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Discharge of Obligations, the security interest granted herein shall terminate and the First Lien Administrative Agent shall execute, acknowledge, and deliver to the Grantors (at such Grantor’s expense) an instrument in writing in recordable

form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

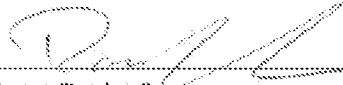
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**EXSCRIBE, INC.,
MODERNIZING MEDICINE, INC.,
MODERNIZING MEDICINE
GASTROENTEROLOGY, INC
KLARA HOLDINGS, LLC
as Grantor**

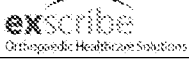


By 
Name: Daniel Cane
Title: Chief Executive Officer

**SILICON VALLEY BANK, as First Lien
Administrative Agent**

By 
Name: Will Deevy
Title: Managing Director

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Exscribe, Inc.	EXSCRIBE ORTHOPAEDIC HEALTHCARE SOLUTIONS and design 	88442646	23-MAY-2019	6062131	26-MAY-2020
Modernizing Medicine, Inc.	POCKETPATIENT	88171055	26-OCT-2018	N/A	Pending
Modernizing Medicine, Inc.	EMA	87759205	17-JAN-2018	5694691	12-MAR-2019
Modernizing Medicine, Inc.	EMA RHEUMATOLOGY	86348781	25-JUL-2014	4847151	03-NOV-2015
Modernizing Medicine, Inc.	EMA GASTROENTEROLOGY	86348851	25-JUL-2014	4847152	03-NOV-2015
Modernizing Medicine, Inc.	EMA OTOLARYNGOLOGY	86348853	25-JUL-2014	4847153	03-NOV-2015
Modernizing Medicine, Inc.	EMA GASTROENTEROLOGY	86348890	25-JUL-2014	4847154	03-NOV-2015
Modernizing Medicine, Inc.	EMA RHEUMATOLOGY	86348896	25-JUL-2014	4847155	03-NOV-2015
Modernizing Medicine, Inc.	MODMED	86066523	17-SEP-2013	5223441	13-JUN-2017
Modernizing Medicine, Inc.	MODMED	86066526	17-SEP-2013	5223442	13-JUN-2017
Modernizing Medicine, Inc.	EMA and design 	85761439	23-OCT-2012	4843590	03-NOV-2015
Modernizing Medicine, Inc.	EMA and design 	85761451	23-OCT-2012	4848753	10-NOV-2015
Modernizing Medicine, Inc.	MODERNIZING MEDICINE	85749131	09-OCT-2012	4346525	04-JUN-2013

Modernizing Medicine, Inc.	MODERNIZING MEDICINE	85749145	09-OCT- 2012	4446273	10-DEC- 2013
Modernizing Medicine, Inc.	ELECTRONIC MEDICAL ASSISTANT	85102213	06-AUG- 2010	4292731	19-FEB-2013
Modernizing Medicine, Inc.	ELECTRONIC MEDICAL ASSISTANT	85102217	06-AUG- 2010	4298563	05-MAR- 2013
Modernizing Medicine Gastroenterology, Inc.	GGASTRO	77448160	15-APR- 2008	3571730	10-FEB-2009
Modernizing Medicine Gastroenterology, Inc.	GMED	75361689	23-SEP-1997	2532372	22-JAN-2002
Klara Holdings, LLC* ¹	KLARA	86977480	14-DEC- 2014	5027286	23-AUG- 2016
Klara Holdings, LLC*	KLARA	86479926	14-DEC- 2014	5184218	18-APR- 2017

¹ * An assignment from Klara GmbH to Klara Holdings, Inc. was filed for recordation with the United States Patent and Trademark Office (“USPTO”) on December 20, 2021. Klara Holdings, Inc. to merge with and into MMI Merger Sub II, LLC on the Effective Date, with MMI Merger Sub II, LLC the surviving entity. MMI Merger Sub II, LLC to be renamed Klara Holdings, LLC after the Effective Date.