

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710908

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MCS HEALTHCARE HOLDINGS, LLC		02/24/2022	Limited Liability Company: PUERTO RICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANCO POPULAR DE PUERTO RICO (as Collateral Agent)		
<b>Street Address:</b>	208 Ponce de Leon Avenue		
<b>Internal Address:</b>	6th Floor Popular Center		
<b>City:</b>	San Juan		
<b>State/Country:</b>	PUERTO RICO		
<b>Postal Code:</b>	00918		
<b>Entity Type:</b>	Banking Corporation: PUERTO RICO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3733547	MCS	
<b>Registration Number:</b>	3741883	MEDICAL CARD SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7872741212		
<b>Email:</b>	mtrelles@pmaalaw.com		
<b>Correspondent Name:</b>	María D. Trelles-Hernández		
<b>Address Line 1:</b>	Popular Center 19th Floor		
<b>Address Line 2:</b>	208 Ponce de Leon Avenue		
<b>Address Line 4:</b>	San Juan, PUERTO RICO 00918		
<b>NAME OF SUBMITTER:</b>	María D. Trelles-Hernández		
<b>SIGNATURE:</b>	/María D. Trelles-Hernández/		
<b>DATE SIGNED:</b>	02/28/2022		
<b>Total Attachments: 7</b>			
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SHORT FORM  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated February 24, 2022 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BANCO POPULAR DE PUERTO RICO, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, MCS HEALTHCARE HOLDINGS, LLC, a limited liability company organized under the laws of the Commonwealth of Puerto Rico (the “**Borrower**”), Holdings, BANCO POPULAR DE PUERTO RICO, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “**Administrative Agent**”), the Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**” and, each individually, a “**Lender**”) entered into the First Lien Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of February 24, 2022 (the “**Closing Date**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (and/or the Puerto Rico Trademark and Tradename Office, if applicable).

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby mortgages and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (and/or the Puerto Rico Trademark and Tradename Office, if applicable) set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world (but excluding any intent-to-use trademark application in the United States prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto with the United States Patent and Trademark Office (and/or the Puerto Rico Trademark and Tradename Office, if applicable));

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and/or the Puerto Rico Trademark and Tradename Office, if applicable). Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

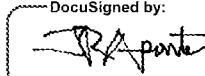
SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

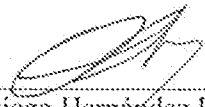
**MCS HEALTHCARE HOLDINGS, LLC,**  
as Grantor

DocuSigned by:




By: \_\_\_\_\_  
Name: Jose R. Aponte  
Title: Chief Financial Officer and Treasurer

**BANCO POPULAR DE PUERTO RICO,**  
as Collateral Agent

By:   
Name: Diego Hernández Estevez  
Title: Assistant Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<i>TITLE MARK</i>	<i>OWNER</i>	<i>APPLICATION (FILING) NUMBER</i>	<i>FILING DATE</i>	<i>REGISTRATION NUMBER</i>	<i>STATUS</i>
	MCS HEALTHCARE HOLDINGS, LLC	77671318	09/01/2020	3733547	REGISTERED
MEDICAL CARD SYSTEM	MCS HEALTHCARE HOLDINGS, LLC	77671779	02/16/2009	3741883	REGISTERED

Puerto Rico Trademark Registrations and Trademark Applications<sup>1</sup>

<b>Trademark</b>	<b>Filing No.</b>	<b>Registration No.</b>	<b>Owner Of Registration</b>
MCS ADVANTAGE & DESIGN	<u>100044-35-1</u>	202009	MCS HEALTHCARE HOLDINGS LLC
MCS REWARDS & DESIGN	<u>207375-35-1</u>	208906	MCS HEALTHCARE HOLDINGS LLC
MCS DISCOUNTS & DESIGN	<u>211469-35-1</u>	213973	MCS HEALTHCARE HOLDINGS LLC
MCS EN ALERTA & DESIGN	<u>227927-41-1</u>	219009	MCS HEALTHCARE HOLDINGS LLC
MCS CONTIGO & DESIGN	<u>227930-35-1</u>	219010	MCS HEALTHCARE HOLDINGS LLC
MCS MEDILINEA MD & DESIGN	<u>226743-44-1</u>	219550	MCS HEALTHCARE HOLDINGS LLC
MCS CONCIERGE & DESIGN	<u>228167-44-1</u>	219615	MCS HEALTHCARE HOLDINGS LLC
MAS QUE UN PLAN DE SALUD	<u>228483-36-0</u>	219644	MCS HEALTHCARE HOLDINGS LLC
MCS CARE CENTER & DESIGN	<u>228165-44-1</u>	219734	MCS HEALTHCARE HOLDINGS LLC
VÍVELA MCS & DESIGN	<u>228027-36-0</u>	219916	MCS HEALTHCARE HOLDINGS LLC
MCS CARE CLUBS & DESIGN	<u>228204-44-1</u>	219921	MCS HEALTHCARE HOLDINGS LLC

<sup>1</sup> Grantor to provide the information.

MCS CONEXION DE SALUD & DESIGN	<u>229862-41-1</u>	219952	MCS HEALTHCARE HOLDINGS LLC
MCS GIA & DESIGN	<u>212784-36-0</u>	220178	MCS HEALTHCARE HOLDINGS LLC
MCS VIVE SALUDABLE	<u>227807-09-0</u>	221585	MCS HEALTHCARE HOLDINGS LLC
VIVELA MCS & DESIGN	<u>228331-36-0</u>	224823	MCS HEALTHCARE HOLDINGS LLC
VIVELA MCS & DESIGN	<u>228332-36-0</u>	224824	MCS HEALTHCARE HOLDINGS LLC
VIVELA MCS & DESIGN	<u>228333-36-0</u>	224825	MCS HEALTHCARE HOLDINGS LLC
MCS INFORMA & DESIGN	<u>236939-09-0</u>	223271	MCS HEALTHCARE HOLDINGS LLC
MCS & DESIGN	<u>236888-36-1</u>	223407	MCS HEALTHCARE HOLDINGS LLC
MCS ENLACE & DESIGN	<u>236978-42-1</u>	223437	MCS HEALTHCARE HOLDINGS LLC
MCS ENLACE & DESIGN	<u>236979-35-1</u>	223438	MCS HEALTHCARE HOLDINGS LLC
MCS PROVINET & DESIGN	<u>236893-38-1</u>	223466	MCS HEALTHCARE HOLDINGS LLC
MCS ALIVIA & DESIGN	<u>237085-36-1</u>	223661	MCS HEALTHCARE HOLDINGS LLC
MCS BALANCE & DESIGN	<u>238281-44-1</u>	223941	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE TE PAGA	<u>238151-36-1</u>	224187	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE CLUB TE PAGA	<u>238150-41-0</u>	224214	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE OTC TE PAGA & DESIGN	<u>239293-09-0</u>	224376	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE TE PAGA LA ORIGINAL	<u>238309-36-0</u>	224558	MCS HEALTHCARE HOLDINGS LLC
TE PAGA LA ORIGINAL	<u>238310-36-0</u>	224559	MCS HEALTHCARE HOLDINGS LLC
CLUB TE PAGA MCS CLASSICARE & DESIGN	<u>238321-41-0</u>	224560	MCS HEALTHCARE HOLDINGS LLC
MCS OTC TE PAGA & DESIGN	<u>239417-09-0</u>	224581	MCS HEALTHCARE HOLDINGS LLC



MCS CLASSICARE OTC TE PAGA & DESIGN	<u>239294-36-0</u>	224952	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE TE PAGA & DESIGN	<u>235896-36-1</u>	225002	MCS HEALTHCARE HOLDINGS LLC
MCS LIFE INSURANCE COMPANY	<u>240637-36-1</u>	225366	MCS HEALTHCARE HOLDINGS LLC
MI MCS & DESIGN	<u>236940-09-1</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
TE PAGA LA ORIGINAL & DESIGN	<u>238348-36-1</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS CLASSICARE TE PAGA LA ORIGINAL & DESIGN	<u>238349-36-1</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS TELE CARE & DESIGN	<u>240961-44-0</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS PODER NUTRITIVO & DESIGN	<u>243945-29-0</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS EMERALD REWARDS & DESIGN	<u>244121-35-0</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS SALUD COMPLETA & DESIGN	<u>245026-36-0</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
SALUD COMPLETA MCS CLASSICARE & DESIGN	<u>245027-36-0</u>	Pending	MCS HEALTHCARE HOLDINGS LLC
MCS EL PLAN PARA UNA VIDA SALUDABLE & DESIGN	<u>66191</u>	100677	MCS HEALTHCARE HOLDINGS LLC
MCS ENLACE	<u>64648</u>	200288	MCS HEALTHCARE HOLDINGS LLC
MCS 30 AÑOS CUIDANDO A NUESTRO PUEBLO & DESIGN	<u>100028-35-0</u>	201759	MCS HEALTHCARE HOLDINGS LLC
MCS 30 AÑOS CUIDANDO NUESTRO PUEBLO & DESIGN	<u>100027-35-0</u>	202063	MCS HEALTHCARE HOLDINGS LLC
MCS BALANCE & DESIGN	<u>204355-44-1</u>	207006	MCS HEALTHCARE HOLDINGS LLC
TE PAGA	<u>238149-36-1</u>	In Review	MCS HEALTHCARE HOLDINGS LLC