

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST STOP HEALTH, LLC		02/25/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WEBSTER BANK, NATIONAL ASSOCIATION		
Street Address:	One Jericho Plaza		
Internal Address:	3rd Floor		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5838703	FH FIRST STOP HEALTH	
Registration Number:	6068100	FIRST STOP HEALTH	
Registration Number:	6068118	THE FIRST STOP FOR HEALTH	
Registration Number:	6496687	CARE THAT PEOPLE LOVE	
Registration Number:	6573646	FSH	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	marden@nge.com, ryoung@nge.com		
Correspondent Name:	ANDREW S. FRAKER		
Address Line 1:	2 N Lasalle		
Address Line 2:	Suite 1700		
Address Line 4:	CHICAGO, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	031453.0024		
NAME OF SUBMITTER:	ANDREW S. FRAKER		
SIGNATURE:	/ANDREW S. FRAKER/		
DATE SIGNED:	03/07/2022		

CH \$140.00 5838703

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of February 25, 2022, is by and between FIRST STOP HEALTH, LLC, a Delaware limited liability company, as grantor (the “Grantor”), and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association, as lender (the “Lender”).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among Grantor, as borrower, the other loan parties a party thereto from time to time, and the Lender, as lender, among other things, the Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Lender is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Documents.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the payment and performance of the Obligations, the Grantor grants and pledges to the Lender a continuing security interest in all of the Grantor’s right, title and interest in, to and under, whether now owned or existing or hereafter created, acquired or arising, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Lender under the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest granted pursuant to this Agreement are more fully set forth in the Loan Documents, 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 Loan Documents, the provisions of the Loan Documents shall control. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by the Lender, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that have been abandoned or cancelled prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.

6. The following are the addresses for any notices with respect to this Agreement:

Address of the Grantor:

First Stop Health, LLC
233 N. Michigan Avenue
Suite 1400

Chicago, IL 60601
Attention: Chief Financial Officer

Address of the Lender:

Webster Bank, National Association
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

with a copy to:

Webster Bank, National Association
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

7. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

FIRST STOP HEALTH, LLC

By: Blaine Barnett
Name: Blaine Barnett
Title: Chief Executive Officer

LENDER:

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____
Name: John B. Hoesley
Title: Senior Managing Director

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by it duly authorized officer as of the date first set forth above.

GRANTOR:

FIRST STOP HEALTH, LLC

By: _____

Name: Blaine Barnett

Title: Chief Executive Officer

LENDER:

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____

Name: John B. Holsley

Title: Senior Managing Director

TRADEMARK

REEL: 007656 FRAME: 0455

EXHIBIT A
COPYRIGHTS


None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Trademark Description	Jurisdiction	Filing Date	Filing No.	Issue/Reg. Date	Issue/Reg. No.
FH FIRST STOP HEALTH & Design 	USA	February 18, 2019	88267894	August 20, 2019	5838703
FIRST STOP HEALTH	USA	October 24, 2019	88667402	June 2, 2020	6068100
THE FIRST STOP FOR HEALTH	USA	October 24, 2019	88667740	June 2, 2020	6068118
CARE THAT PEOPLE LOVE	USA	August 7, 2020	90100770	September 28, 2021	6496687
FSH	USA	December 31, 2020	90440847	November 30, 2021	6573646