

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717116

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDLY HEALTH INC.		03/25/2022	Corporation: DELAWARE
MEDLY PHARMACY INC.		03/25/2022	Corporation: NEW YORK
MARG PHARMACY, INC.		03/25/2022	Corporation: NEW JERSEY
MEDLY PHARMACY PA INC.		03/25/2022	Corporation: PENNSYLVANIA
MEDLY ATLANTA INC.		03/25/2022	Corporation: GEORGIA
MEDLY BALTIMORE INC.		03/25/2022	Corporation: MARYLAND
MEDLY CHICAGO INC.		03/25/2022	Corporation: ILLINOIS
MEDLY DALLAS INC.		03/25/2022	Corporation: TEXAS
MEDLY ENTERPRISE LLC		03/25/2022	Limited Liability Company: NEW YORK
MEDLY MIAMI INC.		03/25/2022	Corporation: FLORIDA
MEDLY RALEIGH INC.		03/25/2022	Corporation: NORTH CAROLINA
TANGO340B LLC		03/25/2022	Limited Liability Company: NEW YORK
MEDLY UCHC PHARMACY INC.		03/25/2022	Corporation: NEW YORK
MEDLY UTAH INC.		03/25/2022	Corporation: UTAH
MEDLY BEDFORD AVE PHARMACY INC.		03/25/2022	Corporation: NEW YORK
MEDLY BRONX INC.		03/25/2022	Corporation: NEW YORK
MEDLY ORLANDO INC.		03/25/2022	Corporation: FLORIDA
MEDLY JERSEY CITY INC.		03/25/2022	Corporation: NEW JERSEY
MEDLY STAMFORD INC.		03/25/2022	Corporation: CONNECTICUT
MEDLY GRAND CENTRAL INC.		03/25/2022	Corporation: NEW YORK
MEDLY HOUSTON INC.		03/25/2022	Corporation: TEXAS
MEDLY BRISTOL INC.		03/25/2022	Corporation: VERMONT
MEDLY DC INC.		03/25/2022	Corporation: DISTRICT OF COLUMBIA
MEDLY MAIL SERVICE PHARMACY, LLC		03/25/2022	Limited Liability Company: CONNECTICUT
MEDLY PITTSBURGH INC.		03/25/2022	Corporation: PENNSYLVANIA

OP \$840.00 5613360

Name	Formerly	Execution Date	Entity Type
MEDLY QUEENS INC.		03/25/2022	Corporation: NEW YORK
MEDLY SAN ANTONIO INC.		03/25/2022	Corporation: TEXAS
MEDLY TAMPA INC.		03/25/2022	Corporation: FLORIDA
WEST CAMPBELL PHARMACY INC.		03/25/2022	Corporation: TEXAS
PHARMACA INTEGRATIVE PHARMACY, INC.		03/25/2022	Corporation: DELAWARE
GRUBBS CARE PHARMACY NW INC.		03/25/2022	Corporation: MARYLAND
CARE WELL PHARMACY, INC.		03/25/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	5613360	PRESCRIPTIONS MADE EASY
Registration Number:	5388370	MEDLY PHARMACY
Registration Number:	5672847	MEDLY
Serial Number:	88524488	M
Serial Number:	88702908	THE FUTURE OF PHARMACY
Serial Number:	90017175	VEHICLES FOR CARE
Serial Number:	90017171	LOCAL EVERYWHERE
Serial Number:	90017163	DEMOCRATIZING HEALTH
Serial Number:	90017143	MEDLY REX
Serial Number:	90017162	CHAMPIONS OF WELLNESS
Serial Number:	90017159	PHARMACY AS A SERVICE (PAAS)
Serial Number:	90017179	PHARMACY IN A BOX
Serial Number:	90017182	A BETTER PHARMACY FOR EVERYONE
Serial Number:	90017188	THE #1 DOCTOR RECOMMENDED PHARMACY
Serial Number:	90017155	THE #1 PHARMACY PREFERRED BY DERMATOLOGI
Serial Number:	90017151	THE #1 PHARMACY PREFERRED BY MANUFACTURE
Serial Number:	90017145	THE #1 PHARMACY PREFERRED BY PAS
Serial Number:	90017139	THE #1 PHARMACY PREFERRED BY RHEUMATOLOG

TRADEMARK

REEL: 007672 FRAME: 0506

Property Type	Number	Word Mark
Serial Number:	97232218	MEDLY360
Serial Number:	97203894	MEDLY CONNECT
Serial Number:	90677122	0-CLICK ORDERING
Serial Number:	90232690	MEDLY PARAPHARMACY
Serial Number:	90774306	MEDLYSAFE
Serial Number:	90677130	MEDLYTES
Serial Number:	90677118	PHARMOS
Serial Number:	90232684	PARAPHARMACY
Serial Number:	90399049	PHARMACY WITH A HEARTBEAT
Serial Number:	86657179	PHARMACA PROFESSIONAL FORMULATIONS
Serial Number:	86326211	PHARMACA WELLNESS & NATURAL BEAUTY
Serial Number:	85896026	
Serial Number:	85480664	HEALTHY HAPPENS HERE
Serial Number:	76156981	PHARMACA
Serial Number:	76144308	PHARMACA

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1628881 TM
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	03/28/2022

Total Attachments: 13

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 25, 2022, by and among (a) SILICON VALLEY BANK, a California corporation, with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 (“Bank”) and (b) (i) MEDLY HEALTH INC., a Delaware corporation (“Medly Health”), (ii) MEDLY PHARMACY INC., a New York corporation (“Pharmacy NY”), (iii) MARG PHARMACY, INC., a New Jersey corporation (“Pharmacy NJ”), (iv) MEDLY PHARMACY PA INC., a Pennsylvania corporation (“Pharmacy PA”), (v) MEDLY ATLANTA INC., a Georgia corporation (“Medly GA”), (vi) MEDLY BALTIMORE INC., a Maryland corporation (“Medly MD”), (vii) MEDLY CHICAGO INC., an Illinois corporation (“Medly IL”), (viii) MEDLY DALLAS INC., a Texas corporation (“Medly TX”), (ix) MEDLY ENTERPRISE LLC, a New York limited liability company (“Medly Enterprise”), (x) MEDLY MIAMI INC., a Florida corporation (“Medly FL”), (xi) MEDLY RALEIGH INC., a North Carolina corporation (“Medly NC”), (xii) TANGO340B LLC, a New York limited liability company (“Tango”), (xiii) MEDLY UHC PHARMACY INC., a New York corporation (“Medly UHC”), (xiv) MEDLY UTAH INC., a Utah corporation (“Medly UT”), (xv) MEDLY BEDFORD AVE PHARMACY INC., a New York corporation (“Medly Bedford”), (xvi) MEDLY BRONX INC., a New York corporation (“Medly Bronx”), (xvii) MEDLY ORLANDO INC., a Florida corporation (“Medly Orlando”), (xviii) MEDLY JERSEY CITY INC., a New Jersey corporation (“Medly Jersey City”), (xix) MEDLY STAMFORD INC., a Connecticut corporation (“Medly Stamford”), (xx) MEDLY GRAND CENTRAL INC., a New York corporation (“Medly Grand Central”), (xxi) MEDLY HOUSTON INC., a Texas corporation (“Medly Houston”), (xxii) MEDLY BRISTOL INC., a Vermont corporation (“Medly Bristol”), (xxiii) MEDLY DC INC., a District of Columbia corporation (“Medly DC”), (xxiv) MEDLY MAIL SERVICE PHARMACY, LLC, a Connecticut limited liability company (“Medly Mail Service”), (xxv) MEDLY PITTSBURGH INC., a Pennsylvania corporation (“Medly Pittsburgh”), (xxvi) MEDLY QUEENS INC., a New York corporation (“Medly Queens”), (xxvii) MEDLY SAN ANTONIO INC., a Texas corporation (“Medly San Antonio”), (xxviii) MEDLY TAMPA INC., a Florida corporation (“Medly Tampa”), (xxix) WEST CAMPBELL PHARMACY INC., a Texas corporation (“West Campbell Pharmacy”), (xxx) PHARMACA INTEGRATIVE PHARMACY, INC., a Delaware corporation (“Pharmaca Integrative Pharmacy”), (xxxi) GRUBBS CARE PHARMACY NW INC., a Maryland corporation (“Grubbs Care Pharmacy”), and (xxxii) CARE WELL PHARMACY, INC., a New York corporation (“Care Well Pharmacy” and, together with Medly Health, Pharmacy NY, Pharmacy NJ, Pharmacy PA, Medly GA, Medly MD, Medly IL, Medly TX, Medly Enterprise, Medly FL, Medly NC, Tango, Medly UHC, Medly UT, Medly Bedford, Medly Bronx, Medly Orlando, Medly Jersey City, Medly Stamford, Medly Grand Central, Medly Houston, Medly Bristol, Medly DC, Medly Mail Service, Medly Pittsburgh, Medly San Antonio, Medly Tampa, West Campbell Pharmacy, Pharmaca Integrative Pharmacy, and Grubbs Care Pharmacy, jointly and severally, individually and collectively, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 1, 2019, as amended by a certain Joinder and First Loan Modification Agreement dated as of September 17, 2020, and as further amended by a certain Joinder and Second Loan Modification Agreement dated as of the date hereof (as the same has been and as may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, 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 without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, (a) that certain Intellectual Property Security Agreement dated as of November 1, 2019, between Medly Health and Bank, (b) that certain Intellectual Property Security Agreement dated as of November 1, 2019, between Pharmacy NY and Bank, (c) that certain Intellectual Property Security Agreement dated as of November 1, 2019, between Pharmacy NJ and Bank, (d) that certain Intellectual Property Security Agreement dated as of November 1, 2019, between Pharmacy PA and Bank, (e) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly GA and Bank, (f) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly MD and Bank, (g) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly MD and Bank, (h) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly IL and Bank, (i) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly TX and Bank, (j) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly Enterprise and Bank, (k) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly FL and Bank, (l) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly

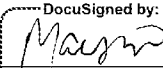
NC and Bank, (m) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Tango and Bank, (n) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly UCHC and Bank, (o) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly UT and Bank, (p) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly Bedford and Bank, (q) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly Bronx and Bank, (r) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly Orlando and Bank, and (s) that certain Intellectual Property Security Agreement dated as of September 17, 2020, between Medly Jersey City and Bank.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

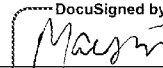
GRANTOR:

MEDLY HEALTH INC.

By  _____
DocuSigned by:
FE95E96415CB478...

Name: Marg Patel
Title: Chief Executive Officer

MEDLY PHARMACY INC.

By  _____
DocuSigned by:
FE95E96415CB478...

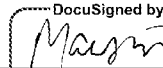
Name: Marg Patel
Title: Chief Executive Officer

MARG PHARMACY, INC.

By  _____
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Name: Marg Patel
Title: Chief Executive Officer

MEDLY PHARMACY PA INC.

By  _____
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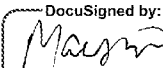
Name: Marg Patel
Title: Chief Executive Officer

MEDLY ATLANTA INC.

By  _____
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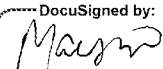
Name: Marg Patel
Title: Chief Executive Officer

MEDLY BALTIMORE INC.

By  _____
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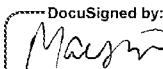
Name: Marg Patel
Title: Chief Executive Officer

MEDLY CHICAGO INC.

By  _____
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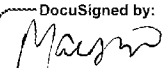
Name: Marg Patel
Title: Chief Executive Officer

MEDLY DALLAS INC.

By  _____
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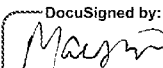
Name: Marg Patel
Title: Chief Executive Officer

MEDLY ENTERPRISE LLC

By  _____
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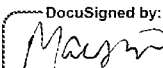
Name: Marg Patel
Title: Chief Executive Officer

MEDLY MIAMI INC.

By  _____
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Name: Marg Patel
Title: Chief Executive Officer

MEDLY RALEIGH INC.

By  _____
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Name: Marg Patel
Title: Chief Executive Officer

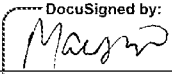
TANGO340B LLC

By  _____
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Name: Marg Patel
Title: Chief Executive Officer

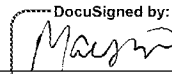
[Signatures continue on the next page]

MEDLY UCHC PHARMACY INC.

By  _____
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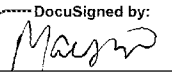
Name: Marg Patel
Title: Chief Executive Officer

MEDLY UTAH INC.

By  _____
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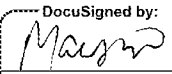
Name: Marg Patel
Title: Chief Executive Officer

MEDLY BEDFORD AVE PHARMACY INC.

By  _____
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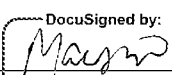
Name: Marg Patel
Title: Chief Executive Officer

MEDLY BRONX INC.

By  _____
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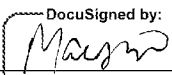
Name: Marg Patel
Title: Chief Executive Officer

MEDLY ORLANDO INC.

By  _____
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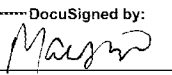
Name: Marg Patel
Title: Chief Executive Officer

MEDLY JERSEY CITY INC.

By  _____
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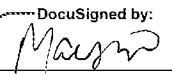
Name: Marg Patel
Title: Chief Executive Officer

MEDLY STAMFORD INC.

By  _____
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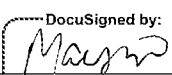
Name: Marg Patel
Title: Chief Executive Officer

MEDLY GRAND CENTRAL INC.

By  _____
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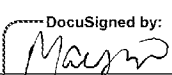
Name: Marg Patel
Title: Chief Executive Officer

MEDLY HOUSTON INC.

By  _____
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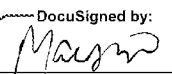
Name: Marg Patel
Title: Chief Executive Officer

MEDLY BRISTOL INC.

By  _____
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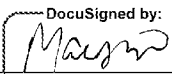
Name: Marg Patel
Title: Chief Executive Officer

MEDLY DC INC.

By  _____
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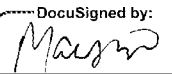
Name: Marg Patel
Title: Chief Executive Officer

MEDLY MAIL SERVICE PHARMACY, LLC

By  _____
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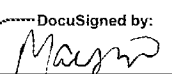
Name: Marg Patel
Title: Chief Executive Officer

MEDLY PITTSBURGH INC.

By  _____
FE95E96415CB478...

Name: Marg Patel
Title: Chief Executive Officer

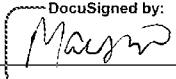
MEDLY QUEENS INC.

By  _____
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Name: Marg Patel
Title: Chief Executive Officer

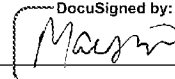
[Signatures continue on the next page]

MEDLY SAN ANTONIO INC.

By  _____
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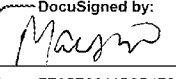
Name: Marg Patel
Title: Chief Executive Officer

MEDLY TAMPA INC.

By  _____
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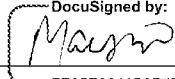
Name: Marg Patel
Title: Chief Executive Officer

WEST CAMPBELL PHARMACY INC.

By  _____
FE95E96415CB478...

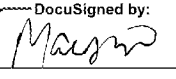
Name: Marg Patel
Title: Chief Executive Officer

PHARMACA INTEGRATIVE PHARMACY, INC.

By  _____
FE95E96415CB478...

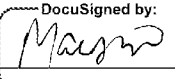
Name: Marg Patel
Title: Chief Executive Officer

GRUBBS CARE PHARMACY NW INC.

By  _____
FE95E96415CB478...

Name: Marg Patel
Title: Chief Executive Officer

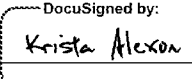
CARE WELL PHARMACY, INC.

By  _____
FE95E96415CB478...

Name: Marg Patel
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By:  _____
AD9AE9ACBFE2478...

Name: Krista Alexon
Title: Vice President