

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LetsGetChecked, Inc.		04/21/2022	Corporation: DELAWARE
Veritas Genetics, Inc.		04/21/2022	Corporation: DELAWARE
Paulus Holdings Limited		04/21/2022	Company: IRELAND

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Agent
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5251872	LETSGETCHECKED
Registration Number:	5413826	LETSGETCHECKED
Serial Number:	90777219	CAREPATHWAYS
Serial Number:	90163168	PHLEBOTIC ASSISTANT
Serial Number:	87581752	YOUR GENOME. YOUR JOURNEY.
Serial Number:	87480198	
Serial Number:	86175611	CUROVERSE
Serial Number:	86255543	VERITAS

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: (619) 699-2708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

CH \$215.00 5251872

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/21/2022
Total Attachments: 10 source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page1.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page2.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page3.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page4.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page5.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page6.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page7.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page8.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page9.tif source=(Execution Version) SVB - Letsgetchecked - Intellectual Property Security Agreement (4.2022)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of April 21, 2022 by and among (a) **SILICON VALLEY BANK**, a California corporation operating through its UK Branch (“**SVB**”), in its capacity as administrative agent and collateral agent (“**Agent**”), and (b) each of the undersigned grantors (individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Agent, Innovation Credit Growth Fund IX, L.P., a Delaware limited partnership (“**Fund IX**”) and Innovation Credit Fund VIII-A, L.P., a Delaware limited partnership (“**Fund VIII-A**”, together with Agent and Fund IX, individually and collectively, jointly and severally, “**Lender**”) have agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Lenders, the parent company listed on Schedule I thereto, and LetsGetChecked, Inc., a Delaware corporation, as the Borrower therein, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement), and the US Guarantors (as such term is defined in the Loan Agreement) have agreed to guarantee such Loans to the Borrower pursuant to that certain Unconditional Secured Guaranty and Pledge Agreement by and among the US Guarantors and the Agent, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**US Guaranty**”) and the Parent (as defined in the Loan Agreement) has agreed to guarantee the Loans to the Borrower pursuant to the terms of an Irish law governed guarantee and indemnity (the “**Irish Guarantee and Indemnity**”), such guarantee and indemnity being secured by the terms of an Irish law governed security agreement. Agent is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement or the US Guaranty or the Irish Guarantee and Indemnity, as applicable.

B. Pursuant to the terms of the Loan Agreement and/or the US Guaranty and/or the Irish Guarantee and Indemnity, each Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of such Grantor's 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 Agreement and/or the US Guaranty and/or the Irish Guarantee and Indemnity, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement and/or the US Guaranty and/or the Irish Guarantee and Indemnity, such Grantor grants and pledges to Agent a security interest in all of such 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. Each 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 Agent.

3. Authorization. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such 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 and the US Guaranty and the Irish Guaranty and Indemnity, which are hereby incorporated by reference. The provisions of the Loan Agreement and US Guaranty and the Irish Guaranty and Indemnity shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan

Agreement, the US Guaranty, the Irish Guarantee and Indemnity 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Balance of Page Intentionally Left Blank]

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

GRANTOR:

Address:

LetsGetChecked, Inc.
330 West 38th Street, Suite 405
New York, NY 10018
Attn: Peter Foley, CEO
Email: peter@letsgetchecked.com

LETSGETCHECKED, INC.

By: Peter Foley
Name: Peter Foley
Title: CEO

Address:

Veritas Genetics Inc.
99 Conifer Hill Dr
Danvers, MA 01923
Attn: Peter Foley, CEO
Email: peter@letsgetchecked.com

VERITAS GENETICS INC.

By: Peter Foley
Name: Peter Foley
Title: CEO

GIVEN under the common seal
of **PAULUS HOLDINGS LIMITED** and delivered as a deed

Peter Foley
Director

Peter Foley
Print name

[Signature]
Authorised Signatory /
Director

John O'Leary
Print name

Paulus Holdings Limited
Unit 3
Adelphi House
George's Street Upper
Dun Laoghaire
County Dublin
Attn: Peter Foley, CEO
Email: peter@letsgetchecked.com

[Signature Page to Intellectual Property Security Agreement]


TRADEMARK
REEL: 007699 FRAME: 0628

Address:

Alphabeta, 14-18 Finsbury Square
London EC2A 1BR
Attn: Bobby Anderson
Email: BAAnderson2@svb.com

AGENT:

SILICON VALLEY BANK

By: 

Name: IAN MURCHIE

Title: MANAGING DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007699 FRAME: 0629

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Patent Application - Devices For Collecting Capillary Blood And Methods For Same,	Application 17/591,342	No. February 02, 2022
US Patent - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Registration 10,610,142	No. April 07, 2020
US Patent - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Registration 10,888,258	No. Jan 21, 2021
US Patent Application - Connectivity Platform To Access Personalized Laboratory Diagnostics And Results	Application No. 16/067,002	February 28, 2018
US Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application No. 17/080,269	October 26, 2020
US Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application No. PCT/IB2019/000271	March 3, 2029
US Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application No. PCT/IB2020/000199	March 13, 2020
European Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application 20735237.8	No. March 13, 2020
Indian Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application 202147046184	No. March 13, 2020
Australian Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application 2020244279	No. March 13, 2020

Israeli Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application 286521	No.	March 13, 2020
New Zealand Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application 780321	No.	March 13, 2020
Japanese Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application No. 2022-504741		March 13, 2020
Korean Patent Application - Vibrating Tourniquet And Methods Of Collecting Blood Using Same	Application No. 10-2021-7033359		March 13, 2020
US Patent Application - Container For Transporting A Tube Holding Blood	Application 63/247,006	No.	September 29, 2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“LetsGetChecked” US Service Mark	No. 5,251,872	July 25, 2017
“LetsGetChecked” European Figurative Trademark	No. 016237851	May 1, 2017
“LetsGetChecked” European Figurative Trademark	No. 016310054	May 22, 2015
“LetsGetChecked” US Service Mark	No. 5,413,826	Feb 27, 2018
“CarePathways” US Service Mark	No. 90777219	June 16, 2021
“Phlebotic Assistant” US Trademark	No. 90163168	September 07, 2020
“Your Genome, Your Journey” US Service Mark	No. 87581752	August 24, 2017
[Design Only] US Service Mark	No. 87480198	June 08, 2017
“Curoverse” US Service Mark	No. 86175611	January 27, 2014
“Veritas” US Service Mark	No. 86255543	April 17, 2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date