

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM723662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYHEALTHTEAMS, INC.		04/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6534672	MYHEALTHTEAM	
Registration Number:	6432422	MYHEALTHTEAMS	
Registration Number:	6396083	MYSPONDYLITISTEAM	
Registration Number:	6396082	MYPSORIASISTEAM	
Registration Number:	6396081	MYMSTEAM	
Registration Number:	6396080	MYRATEAM	
Registration Number:	4332525	MYBREASTCANCERTEAM	
Registration Number:	4252534	MYAUTISMTEAM	
Registration Number:	4332524	MYAUTISMTEAM	
Serial Number:	90715973		
Serial Number:	90267256	MYHEALTHTEAM	
Serial Number:	90370280	MYHEALTHTEAM	
Serial Number:	90370275	MYHEALTHTEAM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		

OP \$340.00 6534672

Correspondent Name:	PATTY CHENG
Address Line 1:	2625 MIDDLEFIELD RD., #215
Address Line 4:	PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
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SIGNATURE:	/s/ Patty Cheng
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DATE SIGNED:	04/25/2022
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 21, 2022 by and between **MyHealthTeams, Inc.**, a Delaware corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Fusion Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.


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

Address of Grantor:

1 Post Street
San Francisco, CA 94104
Attn: Eric Peacock; Mary Ray

MYHEALTHTEAMS, INC.

By: 
Print Name: Eric J. Peacock
Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

AVIDBANK


By: 
Print Name: DIANA MATTSON
Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☒

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist ☒

Title	Application Number / Patent Number	Application Date / Issue Date
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EXHIBIT C**Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
	90715973		May 17, 2021
MYHEALTHTEAM	90267256		August 10, 2021
MYHEALTHTEAM	90370280		July 6, 2021
MYHEALTHTEAM	90370275		June 29, 2021
MYHEALTHTEAM	90267250	6534672	October 26, 2021
MYHEALTHTEAMS	90267247	6432422	July 27, 2021
MYSPONDYLITISTEAM	90235092	6396083	June 22, 2021
MYPsorIASISTEAM	90235090	6396082	June 22, 2021
MYMSTEAM	90235084	6396081	June 22, 2021
MYRATEAM	90235081	6396080	June 22, 2021
MYBREASTCANCERTEAM	85424100	4332525	May 7, 2013
MYAUTISMTEAM	85424093	4252534	December 4, 2012
MYAUTISMTEAM	85424072	4332524	May 7, 2013