

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortis Holding Company, LLC		05/02/2022	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMED, LLC		
<b>Street Address:</b>	990 Biscayne Boulevard		
<b>Internal Address:</b>	Suite 1501		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33132		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5442028	GOGOMEDS	
<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>	212.318.6000		
<b>Email:</b>	JeffreyNegron@PaulHastings.com		
<b>Correspondent Name:</b>	Jeffrey Negron		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Negron		
<b>SIGNATURE:</b>	/s/ Jeffrey M. Negron		
<b>DATE SIGNED:</b>	05/04/2022		
<b>Total Attachments: 4</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 2, 2022** between Fortis Holding Company, LLC, an Ohio limited liability company (the “**Grantor**”), in favor of EMED, LLC, a Delaware limited liability company, or its successors and assigns (the “**Payee**”).

**RECITALS:**

**WHEREAS**, reference is made to that certain Note and Security Agreement, dated as of **May 2, 2022** (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Note**”), by and among the Grantor, SPECIALTY MEDICAL DRUGSTORE, LLC, an Ohio limited liability company (the “**Company**” and, together with the Grantor, individually and collectively, the “**Obligor**”), and the Payee; and

**WHEREAS**, under the terms of the Note, the Grantor has (i) as collateral security for the Obligations, granted to the Payee a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Note), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Payee agree as follows:

**Section 1. Grant of Security.** As collateral security for the Obligations, the Grantor hereby grants to the Payee a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

**Section 3. 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 of 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.

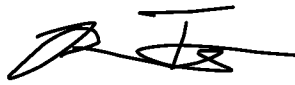
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Note, the provisions of the Note shall govern.

[remainder of page intentionally left blank]

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

**FORTIS HOLDING COMPANY, LLC**  
as Grantor

By:   
\_\_\_\_\_  
Name: Ron Ferguson  
Title: President

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Mark: GOGOMEDS  
Country: United States  
File Date: May 8, 2017  
Application Number: 87/440033  
Registration Date: April 10, 2018  
Registration Number: 5442028  
Status: Registered

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