

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729872

<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>
AXXESS Technology Solutions Inc.		05/20/2022	Corporation: TEXAS
AXXESS Consult, Inc.		05/20/2022	Corporation: TEXAS
The Manager, Inc.		05/20/2022	Corporation: MAINE
Note-E-Fied Incorporated		05/20/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5120145	AXXESSRCM	
<b>Registration Number:</b>	4976174	AGENCYCORE	
<b>Registration Number:</b>	5106153	WE DREAM, WE BUILD, WE EMPOWER	
<b>Registration Number:</b>	5120147	AXXESSEVV	
<b>Registration Number:</b>	5087435	AXXESSDDE	
<b>Serial Number:</b>	86857208	AXXESS EVERYWHERE	
<b>Serial Number:</b>	86857155	POWERING CARE EVERYWHERE	
<b>Registration Number:</b>	5503988	KEY TO HOME HEALTH SUCCESS	
<b>Registration Number:</b>	5272766	AXXESSCARE	
<b>Serial Number:</b>	87180565	AXXESSCARES	
<b>Serial Number:</b>	87106174	AXXESSSTAT	
<b>Registration Number:</b>	5886726	EMPOWERING COMPASSIONATE CARE	
<b>Registration Number:</b>	5704356	CONNECTING CARE ANYTIME, ANYWHERE	
<b>Registration Number:</b>	5618730	MAKING CARE EASIER	
<b>Registration Number:</b>	5587935	EMPOWERING CARE ANYTIME, ANYWHERE	
<b>Registration Number:</b>	5504080	HUMAN TO HUMAN CONNECTION	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	5490452	
Registration Number:	5479686	AXXESS HOMECARE
Registration Number:	5479685	AXXESS

**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:** 9188355997

**Email:** shiers@mcguirewoods.com

**Correspondent Name:** Fredericka J. Sowers

**Address Line 1:** 501 Fayetteville Street

**Address Line 2:** Suite 500

**Address Line 4:** Raleigh, NORTH CAROLINA 27601

**NAME OF SUBMITTER:** Fredericka J. Sowers

**SIGNATURE:** /Fredericka J. Sowers/

**DATE SIGNED:** 05/24/2022

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 20, 2022 (the "Effective Date") by and among TEXAS CAPITAL BANK ("Bank") and AXXESS TECHNOLOGY SOLUTIONS INC., a Texas corporation ("Axxess Technology"), AXXESS CONSULT, INC., a Texas corporation ("Axxess Consult"), THE MANAGER, INC., a Maine corporation ("The Manager"), NOTE-E-FIED INCORPORATED, a California corporation ("Note-E-Fied", together with Axxess Technology, Axxess Consult and The Manager, individually and collectively, jointly and severally, the "Grantor").

### RECITALS

A. 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 Loan and Security Agreement by and between Bank and Grantor 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). Bank is willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. As of the Effective Date, (i) all of Grantor's copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office are listed on Schedule A attached hereto, (ii) all of Grantor's trademark registrations and pending registrations owned or controlled by Grantor are listed on Schedule B attached hereto, and (iii) all of Grantor's patents and patent applications owned or controlled by Grantor are listed on Schedule C attached hereto.

2. 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 (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

3. Grantor shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing the Bank with written notice of such registration within five (5) days thereof, (ii) providing Bank with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Bank identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Bank.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Bank under the Loan Agreement. The rights and remedies of the Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank 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 Bank 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 any Person, including Bank, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Bank and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of Texas without regard to conflict of laws principles, provided that the Bank shall retain all rights arising under Federal law.

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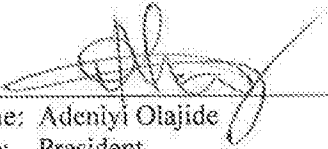
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**AXXESS TECHNOLOGY SOLUTIONS  
INC.**


16000 Dallas Parkway, Suite 700  
Dallas, Texas 75248

By:   
Name: Adeniyi Olajide  
Title: President

Address of Grantor:

**AXXESS CONSULT, INC.**


16000 Dallas Parkway, Suite 700  
Dallas, Texas 75248

By:   
Name: Adeniyi Olajide  
Title: President

Address of Grantor:

**THE MANAGER, INC.**

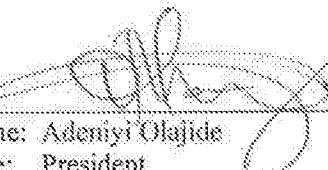
16000 Dallas Parkway, Suite 700  
Dallas, Texas 75248

By:   
Name: Adeniyi Olajide  
Title: President

Address of Grantor:

**NOTE-E-FIED INCORPORATED**

16000 Dallas Parkway, Suite 700  
Dallas, Texas 75248

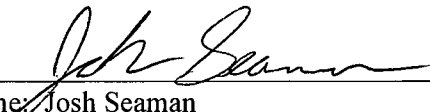
By:   
Name: Adeniyi Olajide  
Title: President

Address of Bank:

2000 McKinney Avenue, Suite 700  
Dallas, TX 75201

BANK:

**TEXAS CAPITAL BANK**

By:   
Name: Josh Seaman  
Title: Senior Vice President

SCHEDULE A

Patents

Registered Patents

<b>Title</b>	<b>Appln. No.</b>	<b>Filing Date</b>	<b>Patent/Pub. No.</b>	<b>Issue/Pub. Date</b>	<b>Assignee</b>
None.					

**SCHEDULE B**

TrademarksMark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
AXXESSRCM	4/13/2015 86595321	1/10/2017 5120145	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AGENCYCORE	4/14/2015 86596422	6/14/2016 4976174	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
WE DREAM, WE BUILD, WE EMPOWER	9/14/2015 86755949	12/20/2016 5106153	Software for the filing of insurance and health billing
AXXESSEVV	4/13/2015 86596008	1/10/2017 5120147	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AXXESSDDE	4/13/2015 86595182	11/22/2016 5087435	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AXXESS EVERYWHERE Abandoned December 6, 2017	12/22/2015 86857208		Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
POWERING CARE EVERYWHERE Abandoned October 24, 2017	12/22/2015 86857155		Electronic data collection and data submission services using web-based software for business




			purposes in the fields of medicine and healthcare
KEY TO HOME HEALTH SUCCESS	12/7/2016 87260407	6/26/2018 5503988	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AXXESSCARE	10/7/2016 87195969	8/22/2017 5272766	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AXXESSCARES Abandoned September 4, 2017	9/22/2016 87180565		Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
AXXESSSTAT Abandoned September 4, 2017	7/15/2016 87106174		Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare
EMPOWERING COMPASSIONATE CARE	9/13/2018 88115698	10/15/2019 5886726	Technology services, namely, platform as a service (PAAS) featuring online computer software platform for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration

			of visits, documentation of regulatory compliance, Medicare claims processing, Medicaid claims processing, payor claims processing, claims activity reporting, claims tracking, generating receivables reports, updating reporting dashboards, claims analysis, claims corrections, processing eligibility checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care
CONNECTING CARE ANYTIME, ANYWHERE	11/2/2017 87669745	3/19/2019 5704356	Technology services, namely, platform as a service (PAAS) featuring online computer software platform for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration of visits, documentation of regulatory compliance, Medicare claims processing, Medicaid claims processing, payor claims processing, claims

			activity reporting, claims tracking, generating receivables reports, updating reporting dashboards, claims analysis, claims corrections, processing eligibility checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care
MAKING CARE EASIER	9/20/2017 87616427	11/27/2018 5618730	Technology services, namely, platform as a service (PAAS) featuring online computer software platform for Medicare claims processing, Medicaid claims processing, payor claims processing, claims activity reporting, claims tracking, generating receivables reports, updating reporting dashboards, claims analysis, claims corrections, processing eligibility checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care

EMPOWERING CARE ANYTIME, ANYWHERE	11/15/2017 87685589	10/16/2018 5587935	Platform as a service (PAAS) featuring computer software platforms for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration of visits, documentation of regulatory compliance, Medicare claims processing, Medicaid claims processing, payor claims processing, claims activity reporting, claims tracking, generating receivables reports, updating reporting dashboards, claims analysis, claims corrections, processing eligibility checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care
HUMAN TO HUMAN CONNECTION	2/7/2017 87326738	6/26/2018 5504080	Electronic data collection and data submission services for business purposes in the fields of medicine and healthcare
KEY TO HOME HEALTH SUCCESS	12/7/2016 87260407	6/26/2018 5503988	Electronic data collection and data submission

			services for business purposes in the fields of medicine and healthcare
	9/20/2017 87616463	6/12/2018 5490452	Technology services, namely, providing a platform as a services (PAAS) featuring online computer software platform for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration of visits, documentation of regulatory compliance, Medicare claims processing, Medicaid claims processing, payor claims processing claims activity reporting, claims tracking generating receivables reports, updating reporting dashboards, claim analysis, claims corrections, processing eligibility checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care
AXXESS HOMECARE	9/20/2017 87616490	5/29/2018 5479686	Technology services, namely, platform as a

			services (PAAS) featuring online computer software platform for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration of visits, documentation of regulatory compliance in the field of home health care in Class 42
AXXESS	9/20/2017 87616448	5/29/2018 5479685	Technology services, namely, platform as a services (PAAS) featuring online computer software for scheduling patient visits, updating care schedules, providing actionable dates to caregivers, analysis of the quality of care, verification of date, time and location of visit, obtaining patient signature, verifying employee compliance with scheduled care plan and documentation of duration of visits, documentation of regulatory compliance, Medicare claims processing, Medicaid claims processing, payor claims processing, claims activity reporting, claims tracking, generating receivables reports, updating reporting dashboards, claims analysis, claims corrections, processing eligibility

			checks, insurance coverage tracking, creating customizable patient profiles, matching of caregivers to client needs, visit verification, documentation of communications, analytical reporting, data storage and verification of regulatory compliance in the field of home health care in Class 42
AXXESSCARE	10/7/2016 87195969	8/22/2017 5272766	Electronic data collection and data submission services for business purposes in the fields of medicine and healthcare
AXXESSEVV	4/13/2015 86596008	1/10/2017 5120147	Electronic data collection and data submission services using web-based software for business purposes in the fields of medicine and healthcare

SCHEDULE C

Copyrights

None.