# OP \$290.00 528724

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM743662

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type           |
|------------------------------|----------|----------------|-----------------------|
| Elligo Health Research, Inc. |          | 10/03/2019     | Corporation: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:             | Comerica Bank                      |  |  |
|-------------------|------------------------------------|--|--|
| Street Address:   | 39200 Six Mile Road                |  |  |
| Internal Address: | Mail Code 7578                     |  |  |
| City:             | Livonia                            |  |  |
| State/Country:    | UNITED STATES                      |  |  |
| Postal Code:      | 48152                              |  |  |
| Entity Type:      | a Texas banking association: TEXAS |  |  |

#### **PROPERTY NUMBERS Total: 11**

| Property Type Number |          | Word Mark                  |  |  |  |  |
|----------------------|----------|----------------------------|--|--|--|--|
| Registration Number: | 5287242  | BTC NETWORK                |  |  |  |  |
| Registration Number: | 5287243  | BTC NETWORK                |  |  |  |  |
| Registration Number: | 4219551  | CLINEDGE                   |  |  |  |  |
| Serial Number:       | 90459179 | CLINEDGE                   |  |  |  |  |
| Serial Number:       | 90459391 | CLINEDGE                   |  |  |  |  |
| Serial Number:       | 97171008 | E                          |  |  |  |  |
| Serial Number:       | 97485866 | EPATIENTFINDER             |  |  |  |  |
| Serial Number:       | 90459200 | EVERY STAGE OF EVERY STUDY |  |  |  |  |
| Registration Number: | 3962552  | GUIDESTAR                  |  |  |  |  |
| Registration Number: | 6668870  | INTEGRATED TRIAL SOLUTIONS |  |  |  |  |
| Serial Number:       | 97215894 | PATIENTSELECT              |  |  |  |  |

#### **CORRESPONDENCE DATA**

**Fax Number:** 7349302494

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:** 7349302488

Email: trademarks@bodmanlaw.com

Correspondent Name: Susan M. Kornfield

**Address Line 1:** 201 South Division, Suite 400

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| Address Line 4:      | Ann Arbor, MICHIGAN 48104 |  |  |  |
|----------------------|---------------------------|--|--|--|
| NAME OF SUBMITTER:   | Susan M. Kornfield        |  |  |  |
| SIGNATURE:           | /susan m. kornfield/      |  |  |  |
| DATE SIGNED:         | 07/26/2022                |  |  |  |
| Total Attachments: 6 | ·                         |  |  |  |

source=Elligo - executed Intellectual Property Security Agreement I#page1.tif source=Elligo - executed Intellectual Property Security Agreement I#page2.tif source=Elligo - executed Intellectual Property Security Agreement I#page3.tif source=Elligo - executed Intellectual Property Security Agreement I#page4.tif source=Elligo - executed Intellectual Property Security Agreement I#page5.tif source=Elligo - executed Intellectual Property Security Agreement I#page6.tif

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 3, 2019 by and between COMERICA BANK ("Bank") and ELLIGO HEALTH RESEARCH, INC., a Delaware corporation ("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 of even date herewith (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.
- B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of 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 Bank as a matter of law or equity. Each right, power and remedy of 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 Intellectual Property Security 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.

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 has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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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:

ELLIGO HEALTH RESEARCH, INC.

Address of Grantor: Elligo Health Research, Inc. 11612 FM 2244 RD STE 150 Austin, TX 78738-5409 Attn: Legal Department

Title: CFC

Address of Bank:

Comerica Bank National Documentation Services 39200 Six Mile Rd. Mail Code 7578 Livonia, MI 48152 BANK:

COMERICA BANK

by.

# EXHIBIT A

# Copyrights

| Title                         | Reg. No.     | Reg. Date |
|-------------------------------|--------------|-----------|
| www.elligohealthresearch.com. | TX0008442170 | 8/31/17   |
|                               |              |           |

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# EXHIBIT B

### **Patents**

| Title  | App. No.  | Filing Date | Patent No. | Granted Date |
|--|-----------|-------------|------------|--------------|
| Predictive patient to medical treatment matching system and method | 14/162743 | 1/24/14     | n/a        | n/a          |
| Community referral cluster technology platform                     | 15218750  | 7/25/16     | 11/a       | n/a          |

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# EXHIBIT C

### Trademarks

| App. No.  | Filing Date  | Reg. No.   | Reg. Date  |
|-----------|--|--|--|
| 88/262328 | 1/15/19  | n/a  | n/a  |
| 88/083309 | 8/17/18  | n/a  | n/a  |
| 88/043020 | 7/18/18  | n/a  | n/a  |
| 87/488448 | 6/14/17  | 5,379,060  | 1/16/18  |
| 86/770550 | 9/28/15  | 5,000,376  | 7/12/16  |
| 86/964852 | 4/5/16   | 5,282,114  | 9/5/17   |
| 88/836140 | 3/16/20  | 6,184,073  | 10/27/20   |
| 87012792  | April 25, 2016   | 5287242  | September 12, 2017   |
|           |  |  |  |
| 87012824  | April 25, 2016   | 5287243  | September 12, 2017   |
| 85507327  | January 3,<br>2012   | 4219551  | October 2, 2012  |
| 90459179  | January 11,<br>2021  |  |  |
|           |  |  |  |
| 90459391  | January 11,<br>2021  |  |  |
|           | 88/083309 88/043020 87/488448 86/770550 86/964852 88/836140 87012792  87012824  85507327 | 88/083309 8/17/18  88/043020 7/18/18  87/488448 6/14/17  86/770550 9/28/15  86/964852 4/5/16  88/836140 3/16/20  87012792 April 25, 2016  87012824 April 25, 2016  85507327 January 3, 2012  90459179 January 11, 2021 | 88/083309       8/17/18       n/a         88/043020       7/18/18       n/a         87/488448       6/14/17       5,379,060         86/770550       9/28/15       5,000,376         86/964852       4/5/16       5,282,114         88/836140       3/16/20       6,184,073         87012792       April 25, 2016       5287242         87012824       April 25, 2016       5287243         85507327       January 3, 2012       4219551         90459179       January 11, 2021         90459391       January 11, |

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| Mark                          | App. No. | Filing Date          | Reg. No. | Reg. Date     |
|-------------------------------|----------|----------------------|----------|---------------|
| E and Design                  | 97171008 | December 14,<br>2021 |          |               |
| EPATIENTFINDER                | 97485866 | July 1, 2022         |          |               |
| EVERY STAGE OF EVERY<br>STUDY | 90459200 | January 11,<br>2021  |          |               |
| GUIDESTAR                     | 77816230 | August 31,<br>2009   | 3962552  | May 17, 2011  |
| INTEGRATED TRIAL SOLUTIONS    | 90544095 | February 24,<br>2021 | 6668870  | March 8, 2022 |
| PATIENTSELECT                 | 97215894 | January 12,<br>2022  |          |               |