

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765293

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900716022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovations Group, Inc.		08/18/2022	Corporation: UTAH
TTC Healthcare, Inc.		08/18/2022	Corporation: DELAWARE
Language Access Network, LLC		08/18/2022	Limited Liability Company: DELAWARE
Cloudbreak Health, LLC		08/18/2022	Limited Liability Company: DELAWARE
Carenection, LLC		08/18/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 NORTH MARKET ST
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	90310653	DERMASCRPTIVES
Serial Number:	90453866	EMEDPLUS
Registration Number:	4182833	MEDQUEST
Serial Number:	88816107	PURECOLLECTIVES
Registration Number:	3132516	NUTRASCRIPTIVES
Registration Number:	4297806	WORLDLINK MEDICAL
Registration Number:	6096549	FREEDOM NOW WHOLE CARE GROUP
Registration Number:	6096548	WHOLE CARE GROUP
Registration Number:	6094572	FREEDOM NOW
Registration Number:	4487795	T
Registration Number:	4694442	CONNECT.COMMUNICATE.CARE.
Registration Number:	5015410	CARENECTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5277055	ADVOCATES FOR UNDERSTANDING
Registration Number:	5752102	CLOUDBREAK
Serial Number:	85665535	MEDICAL HORIZONS

CORRESPONDENCE DATA

Fax Number: 9169307903

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: 916.930.3263

Email: TMDocket@us.dlapiper.com

Correspondent Name: Carissa L. Bouwer, Esq.

Address Line 1: 400 Capitol Mall, Suite 2400

Address Line 2: DLA Piper LLP (US)

Address Line 4: Sacramento, CALIFORNIA 95814-4428

ATTORNEY DOCKET NUMBER:	431216-15
NAME OF SUBMITTER:	Carissa L. Bouwer, Esq.- DLA Piper LLP
SIGNATURE:	/Carissa Bouwer/
DATE SIGNED:	11/02/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”) is made this 18th day of August 2022, by and among Grantors listed on the signature pages hereof (each a “**Grantor**”, and collectively, jointly and severally, the “**Grantors**”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association (“**Wilmington**”), in its capacity as Trustee and the collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of August 18, 2022 among the Grantors, Wilmington, as Trustee, and the Collateral Agent (as it may be amended, supplemented, extended, renewed, replaced, refunded or modified from time to time, the “**Indenture**”), **UPHEALTH, INC.**, a Delaware corporation, (the “**Company**”), has issued to the Holders the Variable Rate Convertible Senior Secured Notes due 2025 (the “**Notes**”). Each Grantor is entering into this Trademark Security Agreement in order to induce the Holders to purchase the Notes and to secure the Secured Obligations;

WHEREAS, the Collateral Agent is willing to enter into the Indenture and the Holders are willing to purchase the Notes, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security and Pledge Agreement, dated as of August 18, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security and Pledge Agreement**”); and

WHEREAS, pursuant to the Security and Pledge Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security and Pledge Agreement or, if not defined therein, in the Indenture.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii)

injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AND PLEDGE AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security and Pledge Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security and Pledge Agreement, the Security and Pledge Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under the Note Documents, each Grantor hereby authorizes the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile, PDF or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Note Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and

contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Note Document shall be satisfied by the transmission of a Record.

8. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH GRANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Each Grantor (i) agrees that any suit, action or proceeding against it arising out of or relating to this Agreement may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (iii) submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

10. Wilmington is entering into this Trademark Security Agreement not in its individual or corporate capacity but solely in its capacity as Collateral Agent under the Indenture. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Indenture and the Security and Pledge Agreement, as if such rights, privileges, immunities and indemnities were expressly set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:
UPHEALTH, INC., as Company

By: *Martin S. A. Beck*
Name: Martin S. A. Beck
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CLOUDBREAK HEALTH, LLC

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

THRASYS, INC.

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

LANGUAGE ACCESS NETWORK LLC

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

MEDQUEST PHARMACY, INC.

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

TTC HEALTHCARE, INC.

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

INNOVATIONS GROUP, INC.


DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

CARENECTION, LLC

DocuSigned by:
By: Ramesh Balakrishnan
Name: Dr. Ramesh Balakrishnan
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

COLLATERAL AGENT:
WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent

By: 
Name: Quinton M. DePompolo
Title: Assistant Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Mark	Grantor	Country	Application/ Registration No.	App/Reg. Date	Description
DERMASCRIPTIVES	Innovations Group, Inc	China, WIPO, Japan, Malaysia	Ser No. IR-160210	May 10, 2021	Word Mark
DERMASCRIPTIVES	Innovations Group, Inc.	USA	Serial No. 90/310,653	Nov. 10, 2020	Word Mark
EMEDPLUS	Innovations Group, Inc.	USA	Ser. No. 90/453,866	Jan 07, 2021	Word Mark
MEDICAL HORIZONS	Innovations Group, Inc.	USE	Ser No. 85/655,535	March 05, 2013	Word Mark
MEDQUEST	Innovations Group, Inc.	USA	85487875 4182833	July 31, 2012	Word Mark
MEDQUEST PHARMACY	MedQuest Pharmacy, Inc.	Australia	Ser. No. 1520602	February 28, 2012	Word Mark
MEDQUEST PHARMACY	MedQuest Pharmacy, Inc.	China	Int. Reg. No. 1131296	February 28, 2012	Word Mark
NUTRASCRIPTIVES	MedQuest Pharmacy, Inc	USA	78686067 3132516	Aug 22, 2006	
PURECOLLECTIVES	Innovations Group, Inc	USA	88816107	June 30,2020	Character Mark
WORLDBLINK MEDICAL	MedQuest Pharmacy, Inc		85665236 4297806	March 5, 2013	Character Mark
FREEDOM NOW WHOLE CARE GROUP	TTC Healthcare, Inc.	USA	887960058 6096549	July 7, 2020	Word Mark
WHOLE CARE GROUP	TTC Healthcare, Inc.	USA	88796050 6096548	July 7, 2020	Word Mark
FREEDOM NOW	TTC Healthcare, Inc.	USA	88706826 6094572	July 7, 2020	Word Mark
T (and design)	TTC Healthcare, Inc.	USA	85970049 4487795	February 25, 2014	Composite Mark – Letter “T” and circle design
CONNECT.COMMUNICATE.CARE	Language Access Network, LLC.	USA	8617533 4694442	March 3, 2015	Word Mark
CONNECT.COMMUNICATE.CARE	Language Access Network, LLC.	USA	8617533 4694442	March 3, 2015	Word Mark
CARENECTION	Carenection, LLC.	USA	86250342 5015410	August 9, 2016	Word Mark
ADVOCATES FOR UNDERSTANDING	Language Access Network, LLC .	USA	86805924 5277055	August 29, 2017	Character Mark
CLOUDBREAK	Cloudbreak Health, LLC.	USA	87583835 5752102	May 14, 2019	Service Mark

Common Law Trademarks

UpHealth



Thrasys

The following unregistered trademarks: THRASYS™ SYNTRANET™

Cloudbreak Health

The following unregistered trademarks: CLOUDBREAK™ MARTTI™