

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alignment Healthcare USA, LLC		09/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Agent		
Street Address:	115 S. Union Street		
Internal Address:	Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5241719	ALIGNMENT HEALTHCARE	
Registration Number:	5251419	ALIGNMENT HEALTHCARE	
Registration Number:	6403726	AVA	
Serial Number:	97219567	AVA	
Registration Number:	6329154	ALIGNMENT HEALTH PLAN	
Registration Number:	6441402		
Registration Number:	6806279		
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Diandra M. LaMantia		

OP \$190.00 5241719

SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	09/02/2022
Total Attachments: 4 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif	

TRADEMARK SECURITY AGREEMENT

September 2, 2022

WHEREAS, ALIGNMENT HEALTHCARE USA, LLC, a Delaware limited liability company (the “*Grantor*”), is a party to that certain Security Agreement, dated as of September 2, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and OXFORD FINANCE LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark applications listed on Schedule A attached hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.


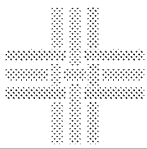
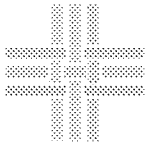
ALIGNMENT HEALTHCARE USA, LLC,
as the Grantor

By: _____
Name: Thomas Freeman
Title: Chief Financial Officer

DocuSigned by:
Thomas Freeman
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Schedule A
to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial Number	File Date	Registration Number	Registration Date
ALIGNMENT HEALTHCARE	86/014220	07/18/2013	5241719	07/11/2017
 Alignment Healthcare	86/018488	07/24/2013	5251419	07/25/2017
AVA	87/405879	04/10/2017	6403726	06/29/2021
AVA	97/219567	01/14/2022	N/A	N/A
ALIGNMENT HEALTH PLAN	87/801334	02/16/2018	6329154	04/20/2021
	87/845761	03/22/2018	6441402	08/03/2021
	90/584303	03/17/2021	6806279	08/02/2022