ETAS ID: TM762438

Stylesheet Version v1.2

Electronic Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEINFUSE, LLC		10/19/2022	Limited Liability Company: TEXAS
RXTOOLKIT LLC		10/19/2022	Limited Liability Company: TEXAS
INFUSION SUITE LLC		10/19/2022	Limited Liability Company: TEXAS
WI MANAGEMENT LLC		10/19/2022	Limited Liability Company: TEXAS

TRADEMARK ASSIGNMENT COVER SHEET

RECEIVING PARTY DATA

Name:	TEXAS CAPITAL BANK	
Street Address:	2000 McKinney Avenue, Suite 700	
City:	Dallas	
State/Country:	UNITED STATES	
Postal Code:	75201	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	87615263		
Serial Number:	87629286	TAKE THE CONFUSION OUT OF INFUSION	
Serial Number:	90832351	WEINFUSE	
Serial Number:	90832358		
Serial Number:	90832360	IV INSIGHTS	
Serial Number:	97327126	RXTOOLKIT	

CORRESPONDENCE DATA

Fax Number: 2136272579

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: 2134579864

dkay@mcguirewoods.com Email:

Correspondent Name: Don Kay

Address Line 1: 355 S. Grand Avenue, Suite 4200

TRADEMARK

REEL: 007873 FRAME: 0562

OP \$165.00 87615263

900726900

Address Line 4: Los A	Los Angeles, CALIFORNIA 90071			
ATTORNEY DOCKET NUMBER:	2067147-0018			
NAME OF SUBMITTER:	Don Kay			
SIGNATURE:	/Don Kay/			
DATE SIGNED:	10/20/2022			

Total Attachments: 7

source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page1.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page2.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page3.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page4.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page5.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page6.tif source=Active_166116504_1_02. [WeInfuse] Intellectual Property Security Agreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is entered into as of October 19, 2022 (the "<u>Effective Date</u>") by and between TEXAS CAPITAL BANK ("<u>Bank</u>") and WEINFUSE, LLC, a Texas limited liability company ("<u>WeInfuse</u>"), RXTOOLKIT LLC, a Texas limited liability company ("<u>RXToolKit</u>"), INFUSION SUITE LLC, a Texas limited liability company ("<u>Infusion Suite</u>"), and WI MANAGEMENT LLC, a Texas limited liability company ("<u>WI Management</u>", and together with WeInfuse, RXToolKit and WI Management, 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 Advances 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. To further evidence the security interest granted under the Loan Agreement, 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 that constitutes Collateral (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.
- 2. Grantor represents and warrants that as of the Effective Date (i) listed on <u>Schedule A</u> are all 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, (ii) listed on <u>Schedule B</u> hereto are all trademark registrations and pending registrations owned or controlled by Grantor that are registered with the United States Patent and Trademark Office, and (iii) listed on <u>Schedule C</u> are all patents and patent applications owned or controlled by Grantor the United States Patent and Trademark Office.
- 3. 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.

4. 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.

[remainder of page intentionally left blank; signature page follows]

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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.

GRANTORS:

Address of Grantors:

6116 N Central Expressway, Suite 180 Dallas, Texas 75206

6116 N Central Expressway, Suite 180 Dallas, Texas 75206

6116 N Central Expressway, Suite 180 Dallas, Texas 75206

6116 N Central Expressway, Suite 180 Dallas, Texas 75206

WEINFUSE CLO

Name: R. Reece Norris

Title: Chief Operating Officer, Vice President and

Secretary

RXTOOLKIT LLC

By: WEINFUSE, LLC, its sole member

Name: K. Reece Norris

Title: Chief Operating Officer, Vice President and

Secretary

INFUSION SUITE LLC

By: WEINFUSE, LLC, its sole member

Name: K. Reece Norris

Title: Chief Operating Officer, Vice President and

Secretary

WI MANAGEMENT LLC

By: WEINFUSE LLC its sole member

Name: R. Reece Norris

Title: Chief Operating Officer, Vice President and

Secretary

Address of Bank:

2000 McKinney Avenue, Suite 700 Dallas, Texas 75201

BANK:

TEXAS CAPITAL BANK

Name: Josh Seaman Title Senior Vice President

REEL: 007873 FRAME: 0567

SCHEDULE A

Copyrights

Title of Work	Registration Date and Number	Status and Work Description
WeInfuse	04/30/2020	Registered
Software	TXu002191941	
		Computer Program

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SCHEDULE B

Trademarks

Mark	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
[Logo]	9/20/2017\$	<u>87615263</u>	<u>5528265</u>	7/31/2018\$	WeInfuse, LLC
TAKE THE CONFUSION OUT OF INFUSION	9/30/2017\$	87629286	<u>5740676</u>	4/30/2019\$	WeInfuse, LLC
WEINFUSE	7/16/2021\$	90832351	<u>6812489</u>	8/9/2022\$	WeInfuse, LLC
[Logo]	7/16/2021\$	90832358	6812491\$ -	8/9/2022\$	WeInfuse, LLC
IV INSIGHTS	7/16/2021\$	90832360	<u>6812492</u>	8/9/2022\$	WeInfuse, LLC
RXTOOLKIT	3/23/2022\$	97327126\$			RxToolKit LLC

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SCHEDULE C

Patents

Registered Patents

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

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RECORDED: 10/20/2022