

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSEE LAB, INC.		10/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dominion Capital LLC		
Street Address:	256 West 38th Street, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4687631	VSEE	
Serial Number:	97314172	VSEE	
Serial Number:	97334108	AIMEE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-775-1216		
Email:	trademark@sullivanlaw.com		
Correspondent Name:	Christopher T. McWhinney		
Address Line 1:	1666 K St NW #700		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Christopher T. McWhinney		
SIGNATURE:	/Christopher T. McWhinney/		
DATE SIGNED:	10/20/2022		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement**, dated as of October 5, 2022, is entered into by and among Digital Health Acquisition Corp., a Delaware Corporation (“**DHAC**”), VSee Lab, Inc., a Delaware corporation (“**VSee**”) and iDoc Virtual Telehealth Solutions, Inc., a Texas corporation (“**iDoc**” and together with DHAC and VSee, and including their respective successors and permitted assigns, individually, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Dominion Capital LLC, a Connecticut limited liability company, as lender (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, dated as of October 5, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), among Digital Health Acquisition Corp., a Delaware Corporation (“**DHAC**”), VSee Lab, Inc. and iDoc Virtual Telehealth Solutions, Inc., a Texas corporation (“**iDoc**” and together with DHAC and VSee, and including their respective successors and permitted assigns, individually, a “**Seller**” and collectively, the “**Sellers**”), various purchasers listed therein (together with their successors and permitted assigns, the “**Purchasers**”) and the Collateral Agent, the Purchasers have agreed to purchase secured notes from the Sellers upon the terms and subject to the conditions set forth therein and the Collateral Agent has agreed to act as collateral agent of the Purchasers; and

WHEREAS, each Grantor (other than the Sellers) has guaranteed the Obligations (as defined in the Purchase Agreement) of the Sellers and other Company Parties (as defined in the Purchase Agreement) and all of the Grantors are party to a Security Agreement of even date herewith with the Collateral Agent (the “**Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent to enter into the Purchase Agreement and to induce the initial Purchasers to make purchase notes from the Sellers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings ascribed to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Purchaser Parties, and grants to the Collateral Agent for the benefit of the Purchaser Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and



(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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 Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VSee Lab, Inc.
as Grantor

By: 
Name: Milton Chen
Title: Chief Executive Officer

Digital Health Acquisition Corp.
as Grantor

By: _____
Name: Daniel Sullivan
Title: Chief Financial Officer

iDoc Virtual Telehealth Solutions, Inc.
as Grantor

By: _____
Name: Imoigele Aisiku
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



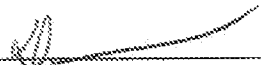
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Very truly yours,

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as Grantor

By: _____
Name: Milton Chen
Title: Chief Executive Officer

Digital Health Acquisition Corp.
as Grantor

By:  _____
Name: Daniel Sullivan
Title: Chief Financial Officer

IDoc Virtual Telehealth Solutions, Inc.
as Grantor

By: _____
Name: Imoigete Aisiku
Title: Chief Executive Officer



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By: _____
Name: Milton Chen
Title: Chief Executive Officer

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as Grantor

By: _____
Name: Daniel Sullivan
Title: Chief Financial Officer

iDoc Virtual Telehealth Solutions, Inc.
as Grantor

By: _____

Name: Imotgele Aisiku
Title: Chief Executive Officer



ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota
COUNTY OF Bakota) ss.



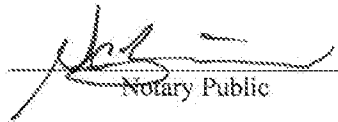
On this 2nd day of October, 2022 before me personally appeared Daniel Sullivan,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf
of Digital Health Acquisition Corp., a Delaware Corporation, who being by me duly sworn did depose and say that he
is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as
authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said
corporation.

Karole K. Klose
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss.
COUNTY OF)



On this 2 day of October, 2022 before me personally appeared Emoigela Prince Aisien proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of iDoc Virtual Telehealth Solutions, Inc., a Texas corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

COMMONWEALTH OF MASSACHUSETTS

personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were Emoigela Prince Aisien to be the person whose name is signed on the preceding or attached document in my presence on this 2 day of October, 2022.

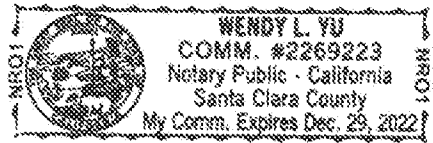
 
GILDA C. BANOS, Notary Public
My Commission Expires October 24, 2025

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
) ss.
COUNTY OF SANTA CLARA)

On this 3rd day of October, 2022 before me personally appeared Milton Robert Chen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VSee Lab, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

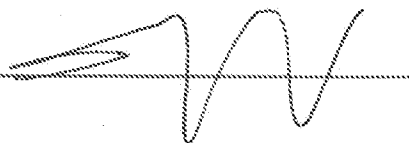
State of California

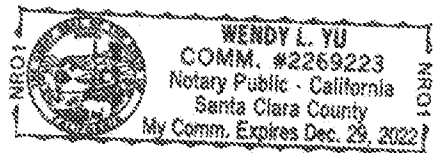
County of Santa Clara

On October 3rd, 2022, before me, Wendy L. Yu, personally appeared Milton Robert Chen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Transaction Party	Trademark	Country	Application No.	Registration No.	Filing Date	Registration Date	Assignees
VSee Lab, Inc.	VSee	USA	86292565	4687631	May 27, 2014	Feb 17, 2015	VSee Lab, Inc.
VSee Lab, Inc.	VSee	USA	97314172	Pending	March 16, 2022	Pending	VSee Lab, Inc.
VSee Lab, Inc.	AIMEE	USA	97334108	Pending	March 28, 2022	Pending	VSee Lab, Inc.

Domain Names:

Vsee.com

<https://www.digitalhealthacquisition.com>

