

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZALEA HEALTH INNOVATIONS, INC.		10/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	595 BAY STREET		
Internal Address:	CPS-7th FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4098208	AZALEA HEALTH INNOVATIONS	
Registration Number:	4098207	AZALEA HEALTH INNOVATIONS	
Registration Number:	4278314	AZALEA	
Registration Number:	4559388	AZALEA HEALTH	
Registration Number:	2767931	CREATING A RENAISSANCE IN THE DOCTOR-PAT	
Registration Number:	2795792	LEONARDOMD	
Registration Number:	2795793	LEONARDOMD RENAISSANCE	
Registration Number:	3120631	MDSUITE	
Registration Number:	3708208	PDS CORTEX	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		

CH \$240.00 4098208

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER: 249023.000014

NAME OF SUBMITTER: Christopher C Close, Jr.

SIGNATURE: /Christopher C. Close Jr./

DATE SIGNED: 10/27/2022

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of October 26, 2022, by and between **AZALEA HEALTH INNOVATIONS, INC.**, a Delaware corporation, as borrower (“*Grantor*”), **CANADIAN IMPERIAL BANK OF COMMERCE**, in its capacity as administrative agent (the “*Administrative Agent*”) for the lenders party to the Credit Agreement referred to below.

RECITALS:

WHEREAS, the Grantor, the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”; capitalized terms used herein and not defined herein are used as defined in the Credit Agreement); and

WHEREAS, the Grantor, among others, is entering into a Pledge and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent in order to induce the Lenders to enter into and extend credit to the Grantor under the Credit Agreement, pursuant to which the Grantor has granted to the Administrative Agent 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; and

WHEREAS, as a condition to the Credit Agreement, the Grantor has and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

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, the parties agree as follows:

SECTION 1 GRANT OF SECURITY INTEREST

1.1 To secure its Obligations under the Credit Agreement and each other Loan Document, Grantor grants and pledges to the Administrative Agent (on behalf of and for the ratable benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (the “*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.

1.2 Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Administrative Agent.

1.3 This security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the security interest in the Intellectual Property 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 2
MISCELLANEOUS**

2.1 Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.2 of the Credit Agreement.

2.2 This 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.

2.3 THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

AZALEA HEALTH INNOVATIONS, INC.


By: 

Name: Bradley Townsend

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Andrew Kirk

Title: Assistant General Manager, CIBC
Innovation Banking

By: _____

Name: Aigerim Malikova

Title: Authorized Signatory, CIBC Innovation
Banking


ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Andrew Kirk

Title: Assistant General Manager, CIBC
Innovation Banking

By:  _____

Name: Aigerim Malikova

Title: Authorized Signatory, CIBC Innovation
Banking

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Entity	Mark	Registration No.	Date Filed	Status
Azalea Health Innovations, Inc.	AZALEA HEALTH INNOVATIONS	4,098,208	02-14-2012	Registered
	AZALEA HEALTH INNOVATIONS	4,098,207	02-14-2012	Registered
	AZALEA	4,278,314	01-22-2013	Registered
	AZALEA HEALTH	4,559,388	07-01-2014	Registered
	CREATING A RENAISSANCE IN THE DOCTOR-PATIENT RELATIONSHIP	2767931	09-23-2003	Registered
	LEONARDOMD	2795792	12-16-2003	Registered
	LEONARDOMD RENAISSANCE	2795793	12-16-2003	Registered
Azalea Health Innovations, Inc. ¹	MDSUITE	3,120,631	08-12-2005	Registered
	PDS CORTEX	3,708,208	04-03-2009	Registered

¹ To be acquired by Azalea Health Innovations, Inc. pursuant to that certain Asset Purchase Agreement dated on or about the date hereof by and among Integrated Solutions Group, Inc., Professional Data Services, Inc., Data Strategies, Inc., and Azalea Health Innovations, Inc.