

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775396

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900719929		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELATION HEALTH, INC.		09/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4003054	ELATION EMR	
Registration Number:	4470644	ELATION PASSPORT	
Registration Number:	5176098	ELATIONHEALTH	
Registration Number:	5949769	ELATION	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1785544		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	12/20/2022		

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 12, 2022 by and between HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent") and ELATION HEALTH, INC. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated September 12, 2022 (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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, 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.

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted pursuant to and in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Agent 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property

Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor.


Sections 11.9 (Governing Law), 11.10 (Consent to Jurisdiction and Venue), 11.11 (Mutual Waiver of Jury Trial / Judicial Reference), 11.16 (Counterparts) and 11.21 (Electronic Execution of Certain Other Documents) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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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.

GRANTOR:

ELATION HEALTH, INC.

Signature:  B7C8C95EA1054ED...

Print Name: Kyna Fong

Title: Chief Executive Officer

Address:

Attention: Lennart Lepner, CFO

530 Divisadero St. #872

San Francisco, CA 94117

email: lennart.lepner@elationhealth.com

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Attention: Chief Legal Officer

400 Hamilton Avenue, Suite 310

Palo Alto, CA 94301

email: legal@htgc.com

[Signature Page to Intellectual Property Security Agreement - Elation]

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.

GRANTOR:

ELATION HEALTH, INC.

Signature: _____

Print Name: Kyna Fong

Title: Chief Executive Officer

Address:

Attention: Lennart Lepner, CFO

530 Divisadero St. #872

San Francisco, CA 94117

email: lennart.lepner@elationhealth.com

AGENT:

HERCULES CAPITAL, INC.

Signature: _____
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Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Attention: Chief Legal Officer

400 Hamilton Avenue, Suite 310

Palo Alto, CA 94301

email: legal@htgc.com

[Signature Page to Intellectual Property Security Agreement - Elation]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
N/A		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ELATION EMR	4,033,054	10/03/2016
ELATION PASSPORT	4,470,644	01/21/2014
ELATIONHEALTH	5,176,098	04/04/2017
ELATION	5,949,769	12/31/2019