

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CECELIA HEALTH, INC.		11/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88235520	CECELIA HEALTH	
Serial Number:	88289173		
Serial Number:	88980608	CECELIA HEALTH	
Serial Number:	88980645		
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	8585506412		
Email:	lortiz@cooley.com		
Correspondent Name:	LISA ORTIZ		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	10265 SCIENCE CENTER DRIVE		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-1321		
NAME OF SUBMITTER:	LISA ORTIZ		
SIGNATURE:	/LISA ORTIZ/		
DATE SIGNED:	12/02/2022		
Total Attachments: 5			

CH \$115.00 88235520

source=ceceliaipsa#page1.tif
source=ceceliaipsa#page2.tif
source=ceceliaipsa#page3.tif
source=ceceliaipsa#page4.tif
source=ceceliaipsa#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of November 29, 2022 (this "Agreement") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("Lender") and **CECELIA HEALTH, INC.**, a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the "Loan Agreement"), among Lender, Grantor, **CECELIA HEALTH HOLDINGS, INC.**, a Delaware corporation, and **CECELIA VIRTUAL CLINIC OF DELAWARE, INC.**, a Delaware corporation. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

CECELIA HEALTH, INC.

By:  _____
DocuSigned by:
40C6578765CE47A

Name: Regina Reale


Title: Chief Financial Officer

Address for Notices:

750 Lexington Avenue, 9th Floor
New York, NY 10022
Attn: Regina Reale

LENDER:

WESTERN ALLIANCE BANK

By:  _____
DocuSigned by:
A69A847260A41D

Name: Brendan Carr

Title: Vice President

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, CA 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]



EXHIBIT A
COPYRIGHTS

Please Check if no Copyrights exist

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered?

EXHIBIT B
TRADEMARKS

Please Check if no Trademarks exist

Owner	Description	Serial Number/ Registration Number	Filing Date/ Registration Date
Cecelia Health, Inc.	CECELIA HEALTH	88235520	12/19/2018
Cecelia Health, Inc.	 "Flower and Life" Design	88289173	2/5/2019
Cecelia Health, Inc.	CECELIA HEALTH	88980608	12/19/2018
Cecelia Health, Inc.	 "Flower and Life" Design	88980645	2/5/2019

Trademark Applications:

Please Check if no Trademark Applications exist

Trademark	Application Number	Application Date	Owner/Applicant

EXHIBIT C

PATENTS

Please Check if no Patents exist

Patent No.	Filing Date	Title	Owner

Patent Applications:

Please Check if no Patent Applications exist