

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. OCCMED HOLDINGS, LLC		12/06/2022	Limited Liability Company: TEXAS
OCCUFLEX SOFTWARE SOLUTIONS, LLC		12/06/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	TEXAS CAPITAL BANK
Street Address:	2000 McKinney Avenue Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	a Texas State Bank: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4302498	
Registration Number:	4829689	NOVA
Registration Number:	4547654	NOVA
Registration Number:	4829690	NOVA
Registration Number:	3154871	OCCUFLEX
Registration Number:	4349216	OCCUFLEX
Registration Number:	4349217	OCCUFLEX
Registration Number:	4349218	
Registration Number:	4349219	

CORRESPONDENCE DATA

Fax Number:

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: 12149535953
 Email: gmccormack@jw.com
 Correspondent Name: Jackson Walker LLP
 Address Line 1: 2323 Ross Avenue, Suite 600

CH \$240.00 4302498

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	106916.11165
NAME OF SUBMITTER:	Greg McCormack
SIGNATURE:	/Greg McCormack/
DATE SIGNED:	12/07/2022

Total Attachments: 10

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source=34673038_1_IP Security Agreement (U.S. Occmed Holdings) EXECUTED 12062022#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this “*Agreement*”), dated as of December 6, 2022, is entered into by U.S. OCCMED HOLDINGS, LLC, a Texas limited liability company (“*Holdings*”), OCCUFLEX SOFTWARE SOLUTIONS, LLC, a Texas limited liability company (“*Software*”), and each of the other signatories party hereto (together with Holdings and Software and including any successors and assigns, collectively, the “*Grantors*” and each a “*Grantor*”), in favor of TEXAS CAPITAL BANK, a Texas state bank, as administrative agent for the benefit of each of the Secured Parties (in such capacity, “*Administrative Agent*”).

RECITALS

Holdings, Software, PATIENT TRANSPORT SERVICES, LLC, a Texas limited liability company (“*Transport*”), U.S. OCCMED TESTING, LLC, a Texas limited liability company (“*Testing*” and, together with Holdings, Software and Transport, individually and collectively as context may require, “*Borrower*”), the lenders from time to time party thereto (the “*Lenders*”), L/C Issuer, and Administrative Agent have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

In connection with the Credit Agreement, each Borrower has entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which each Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create a first priority security interest in the Collateral in favor of Administrative Agent for the benefit of the Secured Parties securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Parties to (a) make Loans and issue Letters of Credit under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under any Bank Product Agreements, each Grantor hereby agrees with Administrative Agent, for the benefit of Secured Parties, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. **General Terms.** For purposes of this Agreement:

“*Collateral*” has the meaning assigned to it by *Section 2.1* hereof.

“*Copyrights*” has the meaning assigned to it by *Section 2.1(a)* hereof.

“*Patents*” has the meaning assigned to it by *Section 2.1(c)* hereof.

“*Related IP Documents*” means, collectively, all documents and things in any Grantor’s possession related to the production and sale by such Grantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of such Grantor in connection with the Patents, Trademarks, or Copyrights.

“**Trademarks**” has the meaning assigned to it by **Section 2.1(b)** hereof.

1.2. **Other Definitional Provisions.** Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, terms as defined herein shall control; provided, that a more expansive or explanatory definition shall not be deemed a conflict. Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. **Construction.** Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and vice versa, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to central time, (e) references to the “Agreement” and to “Articles,” “Sections,” “Exhibits,” and “Schedules” are to this Agreement and to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, together with all amendments and restatements thereto, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person’s heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document include each amendment or restatement to it made in accordance with the Credit Agreement and such Loan Document, (j) references to a particular Bank Product Agreement include each amendment or restatement to it made in accordance with such Bank Product Agreement, and (k) the inclusion of Proceeds in the definition of “Collateral” shall not be deemed a consent by Administrative Agent or any other Secured Party to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement or this Agreement. This Agreement is a Loan Document.

2. **GRANT OF SECURITY INTEREST.**

2.1. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Obligations, each Grantor hereby grants to Administrative Agent, for it and the benefit of Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “*Collateral*”):

(a) (i) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (ii) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (iii) all rights to use and/or sell any of the foregoing, including, without limitation, copyrights listed on **Exhibit A** hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Copyrights*”);

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all rights to use and/or sell any of the foregoing, and (v) the portion of the business

to which each trademark pertains, including, without limitation, the trademarks, service marks and tradenames listed on **Exhibit B** hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”);

(c) (i) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, including, without limitation, the patents and patent applications listed on **Exhibit C** hereto (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(d) the goodwill of such Grantor’s business connected with the use of and symbolized by the Trademarks;

(e) the Related IP Documents; and

(f) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. **Security Agreement.** This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the 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.

3. **MISCELLANEOUS**

3.1. **Benefit of Agreement.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each Grantor, Administrative Agent and the Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. **Headings.** The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

3.4. **Governing Law.** This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as

expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas (without reference to applicable rules of conflicts of laws).

3.5. **ENTIRE AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

U.S. OCCMED HOLDINGS, LLC,
a Texas limited liability company

By: S. M. Frey
Name: Shelton Frey
Title: Chief Executive Officer

OCCUFLEX SOFTWARE SOLUTIONS, LLC,
a Texas limited liability company

By: U.S. OCCMED HOLDINGS, LLC,
a Texas limited liability company,
its sole member

By: S. M. Frey
Name: Shelton Frey
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,
a Texas state bank,
as Administrative Agent

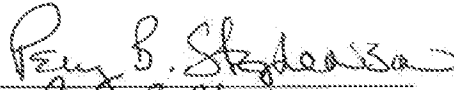
By: 
Name: Perry B. Stephenson
Title: Senior Vice President

EXHIBIT A

Copyrights

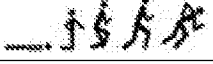
None.

EXHIBIT B

Trademarks

TRADEMARK REGISTRATIONS

Holdings:

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
Holdings	Owner	Design Only 	4302498	3/12/2013	USA
Holdings	Owner	NOVA	4829689	10/13/2015	USA
Holdings	Owner	NOVA	4547654	6/10/2014	USA
Holdings	Owner	NOVA	4829690	10/13/2015	USA

Software:





Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
Software	Owner	OCCUFLEX	3154871	10/10/2006	USA
Software	Owner	OCCUFLEX and Design 	4349216	6/11/2013	
Software	Owner	OCCUFLEX and Design 	4349217	6/11/2013	USA
Software	Owner	Design Only 	4349218	6/11/2013	USA
Software	Owner	Design Only 	4349219	6/11/2013	USA

EXHIBIT C

Patents

None.