

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InterWell Health, LLC		10/21/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	National Medical Care, Inc.		
Street Address:	920 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90710928	INTERWELL HEALTH	
Serial Number:	90710935	INTERWELL HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	3125548000		
Email:	sxs@pattishall.com		
Correspondent Name:	Bradley L. Cohn		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2772-11-2		
NAME OF SUBMITTER:	Bradley L. Cohn		
SIGNATURE:	/bradleycohn/		
DATE SIGNED:	11/03/2022		
Total Attachments: 5			
source=[EXECUTED] Grille - IP - InterWell Health - TM Security Agreement#page1.tif			
source=[EXECUTED] Grille - IP - InterWell Health - TM Security Agreement#page2.tif			
source=[EXECUTED] Grille - IP - InterWell Health - TM Security Agreement#page3.tif			
source=[EXECUTED] Grille - IP - InterWell Health - TM Security Agreement#page4.tif			

CH \$65.00 90710928

TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2022 (this “Agreement”), among INTERWELL HEALTH, LLC (the “Grantor”) and NATIONAL MEDICAL CARE, INC. (the “Lender”).

Reference is made to (a) the Credit Agreement dated as of August 24, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among INTERWELL HOLDINGS LLC, a Delaware limited liability company (“Holdings”), INTERWELL BORROWER LLC, a Delaware limited liability company (the “Lead Borrower”), INTERWELL HEALTH PARTNERS, INC. F/K/A GRILLE HEALTH PARTNERS, INC. (the “Co-Borrower”, and collectively with the Lead Borrower, the “Borrowers”), the other Grantors from time to time party thereto and the Lender, and (b) the Security, Pledge and Guaranty Agreement dated of August 24, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”) among the Lead Borrower, the Co-Borrower, the Grantor, the other Grantors from time to time party thereto, Holdings, and the Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is a subsidiary of the Lead Borrower and is willing to execute and deliver this Agreement in order to induce the Lender to make loans pursuant to the terms and conditions of the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security and Pledge Agreement. The rules of construction specified in Section 1 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Lender, a Lien upon and security interest in all of such Grantor’s right, title and interest in, to and under its United States trademarks, now or hereafter existing, including those trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest attach to, any intent-to-use trademark applications prior to the accepted filing of a “Statement of Use” or “Amendment to Allege Use” filing.

SECTION 3. Termination. Subject to the terms of the Credit Agreement and the Security and Pledge Agreement, upon payment in full of all amounts due and payable under the Loan Documents and performance in full of all obligations of the Borrowers under the Loan Documents, the security interest granted herein shall terminate and, upon written request of Grantor, the Lender shall execute, acknowledge, and deliver to the Grantor, at the Grantor’s expense, all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Security and Pledge Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Security and Pledge Agreement, the terms of the Security and Pledge Agreement shall govern.

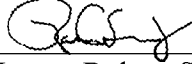
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTERWELL HEALTH, LLC, as Grantor


By: 
Name: Robert Sepucha
Title: Chief Executive Officer

NATIONAL MEDICAL CARE, INC., as
Lender

DocuSigned by:
Mark Fawcett
By: _____
Name: Mark Fawcett
Title: SVP and Treasurer

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Application No.	Filing Date
INTERWELL HEALTH	InterWell Health, LLC	90710928	May 14, 2021
 INTERWELL HEALTH	InterWell Health, LLC	90710935	May 14, 2021