

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Payment Systems, Inc.		12/30/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Innovation Credit Income Fund II, L.P.		
Street Address:	2770 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90853266	PAYMEDIX	
Registration Number:	6322365	HPS	
Registration Number:	6540052	HPS HEALTH PAYMENT SYSTEMS	
Registration Number:	3905869	SUPEREOb	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	PCTrademarks@perkinscoie.com		
Correspondent Name:	Stefan B. Blum		
Address Line 1:	Perkins Coie LLP, P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	148841-0006		
NAME OF SUBMITTER:	Stefan B. Blum		
SIGNATURE:	/Stefan B. Blum/		
DATE SIGNED:	12/30/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“*Agreement*”) is entered into as of December 30, 2022, by and among INNOVATION CREDIT INCOME FUND II, L.P., a Delaware limited partnership, in its capacity as collateral agent (“*Agent*”) and HEALTH PAYMENT SYSTEMS, INC., a Wisconsin corporation (“*Grantor*”).

RECITALS

A. Lenders have agreed to make a term loan to Grantor (the “*Loan*”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof, by and among INNOVATION CREDIT INCOME FUND II, L.P., a Delaware limited partnership, in its capacity as administrative agent and collateral agent, the Lenders party thereto and Grantor (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).

B. Pursuant to the terms of the Loan Agreement, Grantor has agreed to grant to Agent, for the ratable 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. Agent and Lenders are willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “*Intellectual Property Collateral*”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “*Copyrights*”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “*Patents*”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “*Trademarks*”);

(f) Any and all claims for damages by way of past, present and future infringements 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;

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

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All 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.

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

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

HEALTH PAYMENT SYSTEMS, INC., a Wisconsin corporation

DocuSigned by:

Andrew Schatz

By:

Name: Andrew Schatz

Title: Chief Financial Officer

AGENT:

**INNOVATION CREDIT INCOME FUND
II, L.P.**

By: SVB Innovation Credit Income Partners II, LLC
Its: General Partner

By:  _____
Name: J.P. Michael
Title: Senior Managing Director

EXHIBIT A
Copyrights

None.

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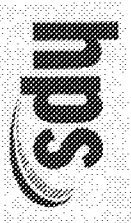
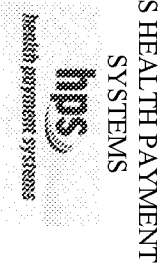

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EXHIBIT B

Patents

No.	Description	Application Number	Registration Number	Application Date / Registration Date
1.	System and method for managing payments for health care services	US11/707203	7,813,943	2/13/2007 10/12/2010
2.	System and method for managing payments for health care services	US11/706600	7,769,604	2/13/2007 8/3/2010
3.	System and method for managing payments for health care services	US11/706604	7,774,214	2/13/2007 8/10/2010
4.	System and method for managing payments for health care services	US12/815040	8,175,901	6/14/2010 5/8/2012
5.	System and method for managing payments for health care services	US13/465972	8,655,688	5/7/2012 2/18/2014
6.	System and method for managing payments for health care services	US11/706599	7,783,504	2/13/2007 8/24/2010

EXHIBIT C
Trademarks

No.	Owner	Mark	Application Number	Registration Number	Registration Date
1.	Health Payment Systems, Inc.	 PAYMEDIX PAYMEDIX	90853266	Pending	Application Date 28-JUL-2021
2.	Health Payment Systems, Inc.	 HPS HPS	86984469	6322365	13-APR-2021
3.	Health Payment Systems, Inc.	 HPS HEALTH PAYMENT SYSTEMS HPS health payment systems	86984517	6540052	26-OCT-2021
4.	Health Payment Systems, Inc.	 SUPEREOB SUPEREOB	77136879	3905869	11-JAN-2011