

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778909

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRIAGE HOLDINGS, LLC		01/04/2023	Limited Liability Company: DELAWARE
CAREXM, LLC		01/04/2023	Limited Liability Company: DELAWARE
TOUCHPOINTCARE, LLC		01/04/2023	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Innovation Credit Income Fund II, L.P.		
<b>Street Address:</b>	2770 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2181174	TELEMED	
<b>Registration Number:</b>	3135090	TOUCHPOINTCARE	
<b>Registration Number:</b>	6909303	CAREXM	
<b>Serial Number:</b>	88874796	CAREXM	
<b>Serial Number:</b>	88984380	CAREXM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Stefan B. Blum		
<b>Address Line 1:</b>	Perkins Coie LLP, P.O. Box 2608		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98111		
<b>ATTORNEY DOCKET NUMBER:</b>	148841-0007		

OP \$140.00 2181174

<b>NAME OF SUBMITTER:</b>	Stefan B. Blum
<b>SIGNATURE:</b>	/Stefan B. Blum/
<b>DATE SIGNED:</b>	01/06/2023
<b>Total Attachments: 8</b> source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page1.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page2.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page3.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page4.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page5.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page6.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page7.tif source=SVB Capital_CareXM - [EXECUTED] IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“*Agreement*”) is entered into as of January 4, 2023, by and among INNOVATION CREDIT INCOME FUND II, L.P., a Delaware limited partnership, in its capacity as collateral agent (“*Agent*”), and TRIAGE HOLDINGS, LLC, a Delaware limited liability company, CAREXM, LLC, a Delaware limited liability company, and TOUCHPOINTCARE, LLC, an Illinois limited liability company (each and collectively, “*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.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include Excluded Collateral.

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. 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.

4. 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.

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

6. 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).

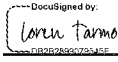
7. Termination; Release. This Agreement shall continue in effect until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been paid in full (other than inchoate indemnity obligations and any other obligations which, by their express terms, are to survive the termination of the Loan Agreement). If any of the Intellectual Property Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Loan Agreement, then the Agent, at the request and sole expense of the Grantor, shall promptly execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Intellectual Property Collateral. The Grantor shall be automatically released from its obligations hereunder in the event that all the equity interests of the Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Loan Agreement.

[Signature page follows.]

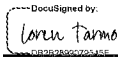
**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

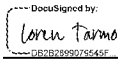
**TRIAGE HOLDINGS, LLC**, a Delaware limited liability company

By:   
Name: Loren Tarmo  
Title: Chief Financial Officer

**CAREXM, LLC**, a Delaware limited liability company

By:   
Name: Loren Tarmo  
Title: Chief Financial Officer

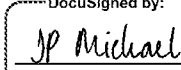
**TOUCHPOINTCARE, LLC**, an Illinois limited liability company

By:   
Name: Loren Tarmo  
Title: Chief Financial Officer

**AGENT:**

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

By: SVB Innovation Credit Income Partners II, LLC

By:  \_\_\_\_\_

Name: J.P. Michael

Title: Senior Managing Director

EXHIBIT A  
Copyrights

No.	Grantor	Description	Registration Number	Application Number
1.	CareXM, LLC	Telemed talk software.	TXu000598867	N/A

EXHIBIT B

Patents

None.

B-1



EXHIBIT C  
Trademarks

Registered Trademarks

No.	Grantor	Description	Serial Number	Registration Number	Registration Date
1.	CareXM, LLC	TELEMED	75136012	2,181,174	August 11, 1998
2.	TouchPointCare, LLC	TOUCHPOINTCARE	78556401	3,135,090	August 29, 2006
3.	Triage Holdings, LLC	CAREXM	88984014	6,909,303	November 29, 2022

Trademark Applications

No.	Grantor	Description	Serial Number	Application Date

No.	Grantor	Description	Serial Number	Application Date
1.	Triage Holdings, LLC	CAREXM	88874796	April 16, 2020
2.	Triage Holdings, LLC	CAREXM	88984380	April 16, 2020