

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONCOLOGY ANALYTICS, INC.		03/16/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC		
Street Address:	115 S. Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5009198	WILL 2 LOVE	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	581429		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	03/16/2023		
Total Attachments: 4			
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CH \$40.00 5009198

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 16, 2023 by and between **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”) and **ONCOLOGY ANALYTICS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated as of August 18, 2022 (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**,” capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Collateral Agent, for the 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.

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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Trademarks and Copyrights listed on Exhibit A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Credit Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

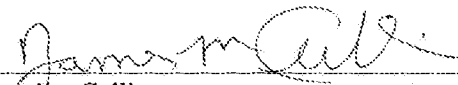
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
Oncology Analytics, Inc.
7000 Central Parkway, Suite 1750
Atlanta, GA 30328
Attn: Jim Cullinan

ONCOLOGY ANALYTICS, INC.

By: 
Name: Jim Cullinan
Title: CFO

ONCOHEALTH
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

Address of Lender:

115 South Union Street
Suite 300
Alexandria, VA 22314

COLLATERAL AGENT:

OXFORD FINANCE LLC

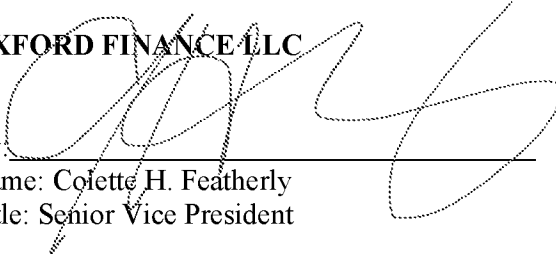
By: 
Name: Colette H. Featherly
Title: Senior Vice President

EXHIBIT A

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Loan Party
Will 2 Love	044	86/637,614 May 21, 2015	5,009,198 July 26, 2016	Oncology Analytics, Inc.

Copyrights

Title	Date of 1st Publication	Nation of 1st Publication	Registration No. Registration Date	Loan Party
SEXUAL HEALTH AND FATHERHOOD AFTER CANCER WEBSITE CONTENT	July 1, 2016	United States	TX 8-297-496 July 22, 2016	Oncology Analytics, Inc.
SEXUAL HEALTH AND MOTHERHOOD AFTER CANCER WEBSITE CONTENT	July 1, 2016	United States	TX 8-306-742 July 22, 2016	Oncology Analytics, Inc.