

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797463

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900757785		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WESTERN ALLIANCE BANK		01/23/2023	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PeraHealth, Inc.		
<b>Street Address:</b>	6302 Fairview Road, Suite 310		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5699454	LIFESAVING INTELLIGENCE	
<b>Registration Number:</b>	5718882	PERAANALYTICS	
<b>Registration Number:</b>	5706793	PERAHEALTH	
<b>Registration Number:</b>	5423052	PERAMOBILE	
<b>Registration Number:</b>	5718881	PERATREND	
<b>Registration Number:</b>	4995714	ROTHMAN	
<b>Registration Number:</b>	4741853	UNIVERSAL PATIENT SCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124643111		
<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>	3124643100		
<b>Email:</b>	trademarks@loeb.com		
<b>Correspondent Name:</b>	Douglas N. Masters c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	321 N. Clark Street, Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	205264-10362		
<b>NAME OF SUBMITTER:</b>	Tatyana Gilles		

<b>SIGNATURE:</b>	/Tatyana Gilles/
<b>DATE SIGNED:</b>	03/24/2023
<b>Total Attachments: 7</b> source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif source=Release of Security Interest#page4.tif source=Release of Security Interest#page5.tif source=Release of Security Interest#page6.tif source=Release of Security Interest#page7.tif	



Western Alliance  
Bank

Member FDIC

January 23, 2023

PeraHealth, Inc.  
1616 Camden Road, Suite 350  
Charlotte, NC 28203-6589

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of January 23, 2023, by WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), in favor PeraHealth, Inc., a Delaware corporation "Grantor".

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of May 2, 2019, as may have been amended from time to time between Lender and Grantor (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B and C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark Office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: *PJ Embalsado*  
Name: Pécjay Embalsado  
Title: Loan Servicing Admin. II

Enclosures

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 2, 2019 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and PeraHealth, Inc., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 2, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 the copyright registrations described in Exhibit A (collectively, the "Copyrights");

(b) 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 Borrower connected with and symbolized by such trademarks, including the trademark applications and registrations described in Exhibit B (collectively, the "Trademarks");

(c) patents (whether utility or design), patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same, including the patents described in Exhibit C (collectively, the "Patents");

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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

[Signature Page – Intellectual Property Security Agreement]

provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

PERAHEALTH, INC.

By Gregory G. White  
Name: Gregory G. White  
Title: Chief Executive Officer

Address for Notices:

Attn: Greg White, Chief Executive Officer  
6302 Fairview Road, Suite 310  
Charlotte, North Carolina 28210  
Tel:  
Fax:

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Attn: Brian McCabe, Vice President  
12011 Sunset Hills Road, Suite 425  
Reston, Virginia 20190  
Tel: (703) 345-9307  
Fax:

provided herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

PERAHEALTH, INC.

By .....

Name: .....

Title: .....

Address for Notices:

Attn: Greg White, Chief Executive Officer

6302 Fairview Road, Suite 310

Charlotte, North Carolina 28210

Tel:

Fax:

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By  .....

Name: Whitley Mayberry

Title: Relationship Manager

Address for Notices:

Attn: Brian McCabe, Vice President

12011 Sunset Hills Road, Suite 425

Reston, Virginia 20190

Tel: (703) 345-9307

Fax:



EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark :</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
LIFESAVING INTELLIGENCE	87/570,168	5,699,454	08/15/2017
PERAANALYTICS	87/569,495	5,718,882	08/15/2017
PERAHEALTH	87/570,058	5,706,793	08/15/2017
PERAHEALTH Design Logo	87/570,197		08/15/2017
PERAMOBILE	87/569,770	5,423,052	08/15/2017
PERATREND	87/569,367	5,718,881	08/15/2017
PERAWATCH	87/569,584		08/15/2017
ROTHMAN	86/216,282	4,995,714	03/10/2014
UNIVERSAL PATIENT SCORE	86/216,265	4,741,853	03/10/2014



## EXHIBIT C

## PATENTS

Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
<i>System and Method for Improving Hospital Patient Care by Providing a Continual Measurement of Health</i>	US 8,092,380	11/362,450	Issued	Jan. 10, 2012
<i>Systems and Method for Providing a Continual Measurement of Health</i>	US 8,454,506	13/346,180	Issued	June 4, 2013
<i>Systems and Method for Providing a Continual Measurement of Health</i>	CA 2599387	CA 2599387	Issued	
<i>System and Method for Providing a Health Score for a Patient</i>	US 8,100,829	11/974,696	Issued	Jan. 24, 2012
<i>Systems and Methods for Providing a health Score for a Patient</i>	US 8,403,847	13/356,153	Issued	Mar. 26, 2013
<i>Methods of Assessing Risk Based on Medical Data and Uses Thereof</i>	US 8,355,925	12/582,942	Issued	Jan. 15, 2013
<i>Methods of Assessing Risk Based on Medical Data and Uses Thereof</i>	CA 2739793	CA 2739793	Pending	N/A