

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
98point6 Technologies Inc.		03/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LCG4 CARE TECHCO, L.P.		
Street Address:	c/o Catterton Management Company, LLC, 599 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5297115	98POINT6	
Registration Number:	5623593		
Registration Number:	5479323		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687810		
Email:	achung@mofo.com		
Correspondent Name:	Muzamil Huq, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	026094-0000003		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	05/09/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of March 31, 2023, is executed by 98POINT6 TECHNOLOGIES INC., a Delaware corporation (“*Grantor*”), in favor of LCG4 CARE TECHCO, L.P., a Delaware limited partnership, as collateral agent (“*Collateral Agent*”) on behalf of certain Investors from time to time party to the Purchase Agreement (defined below).

RECITALS

A. Grantor and the Investors have entered into a Secured Convertible Note Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Grantor has issued or will issue convertible promissory notes (as amended, restated, supplemented or otherwise modified from time to time, each a “*Note*” and collectively, the “*Notes*”) in an aggregate principal amount of up to \$40,000,000 in favor of the Investors.

B. In order to induce each Investor to extend the credit evidenced by the applicable Note, Grantor has agreed to enter into this Agreement and to grant to the Collateral Agent, on behalf of the Investors (i) a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) and (ii) a security interest in certain other collateral of the Grantor, as set forth in that certain Security Agreement entered into on the date hereof (the “*Security Agreement*”), in each case, to secure the obligations of Grantor under the Notes. Capitalized terms used herein are used as defined in the Purchase Agreement or the Security Agreement, as applicable.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Collateral Agent on behalf of the Investors 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 (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, and to induce Collateral Agent and the Investors to enter into the Transaction Documents and to induce the Investors to purchase the Notes thereunder, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** As security for the prompt payment and performance in full when due of the Obligations (as defined in the Security Agreement), whether at stated maturity, by acceleration or otherwise, Grantor grants and pledges to Collateral Agent for the benefit of itself and the Investors, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (as defined in the Security Agreement) (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 **Schedule A** attached hereto (collectively, the “*Copyrights*”);

(b) 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 **Schedule B** attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on **Schedule B** attached hereto (collectively, the “*Patents*”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (with the exception of any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the “*Trademarks*”).

2. 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 Collateral Agent.

3. Grantor hereby authorizes Collateral Agent to 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 file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and the Investors with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

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

7. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (except to the extent governed by the UCC).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

98POINT6 TECHNOLOGIES INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: Jay Burrell
Title: President & CEO

AGREED:

LCG4 CARE TECHCO, L.P.,
As Collateral Agent

By: LCG4 Managers, L.L.C.
Its: General Partner

By: _____
Name: Michael Farello
Title: Authorized Person

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008066 FRAME: 0664

IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

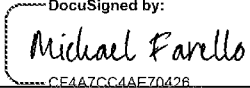
98POINT6 TECHNOLOGIES INC.,
a Delaware corporation

By: _____
Name: Jay Burrell
Title: President & CEO

AGREED:

LCG4 CARE TECHCO, L.P.,
As Collateral Agent

By: LCG4 Managers, L.L.C.
Its: General Partner

DocuSigned by:

By: _____
Name: Michael Farello
Title: Authorized Person

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008066 FRAME: 0665

SCHEDULE A

COPYRIGHTS

None.



SCHEDULE B

PATENTS

Patent	Jurisdiction	Application Number	Application Date	Status	Applicant and Owner
System and Method for Automated Patient Interaction	U.S.	US16/685,060	November 15, 2019	Pending	98POINT6 TECHNOLOGIES INC.

SCHEDULE C

TRADEMARKS

Trademark	Country	Application or Registration Serial Number	Status and Issue Date	Applicant/ Registrant and Owner
98POINT6 (Word Mark)	United States	5297115	Issued on 09/26/2017	98POINT6 TECHNOLOGIES INC.
Cross (Design Mark) 	United States	5623593	Issued on 12/04/2018	98POINT6 TECHNOLOGIES INC.
Dialogue Bubble & Cross (Design Mark) 	United States	5479323	Issued on 05/29/2018	98POINT6 TECHNOLOGIES INC.