

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Stop Health, LLC		06/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Agent		
Street Address:	One East Washington Street, Suite 400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5838703	FH FIRST STOP HEALTH	
Registration Number:	6068100	FIRST STOP HEALTH	
Registration Number:	6068118	THE FIRST STOP FOR HEALTH	
Registration Number:	6496687	CARE THAT PEOPLE LOVE	
Registration Number:	6573646	FSH	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/Brian P. Kerwin/		
DATE SIGNED:	06/30/2023		
Total Attachments: 8			

OP \$140.00 5838703

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "**Confirmatory Grant**"), dated as of June 30, 2023, is made by **FIRST STOP HEALTH, LLC**, a Delaware limited liability company ("**First Stop Health**"), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation ("**WAB**"), in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and permitted assigns in such capacity, "**Agent**").

RECITALS

WHEREAS, FSH Purchaser, LLC, a Delaware limited liability company ("**FSH Purchaser**") and together with First Stop Health, the "**Borrower**"), Agent, the other Loan Parties, including, without limitation, the Guarantors party thereto from time to time, WAB and the financial institutions from time to time party thereto as lenders (each a "**Lender**" and collectively, the "**Lenders**") are parties to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by Borrower to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in Borrower's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any Excluded Property (as defined in the Credit Agreement); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Credit Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Credit Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Stop Health (intending to be legally bound) hereby agrees as follows:

1. **Defined Terms of Credit Agreement**. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement) of the Obligations, as defined in the Credit Agreement (collectively, the "**Obligations**"), First Stop Health hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Credit Agreement) in and to any and all of First Stop Health's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired assets and property, wherever

located, excluding in each case, any Excluded Property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Patents"); and

trademarks, trademark registrations, trademark applications, trade names, tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of First Stop Health's business connected and associated with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed with and accepted by the United States Trademark Office (but only until such statement is filed and has been accepted) (collectively, the "Trademarks"); and

(ii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Copyrights").

3. Effect on Credit Agreement. First Stop Health acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Credit Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of (and, as applicable, perfect) Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Credit Agreement and this Confirmatory Grant, the terms of the Credit Agreement shall control.

4. Release of Security Interest. Upon the Payment In Full of the Obligations and the termination of the Credit Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by First Stop

Health, at Borrower's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by First Stop Health to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by First Stop Health and Agent; provided, however, Agent is permitted to amend the Exhibits attached hereto in order to include new or additional Intellectual Property of First Stop Health after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect: Benefits. This Confirmatory Grant shall be binding upon First Stop Health and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns; provided, however, First Stop Health shall not assign this Confirmatory Grant or any of First Stop Health's Obligations and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. Further Assurances. First Stop Health agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. First Stop Health acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of First Stop Health; and First Stop Health hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. Governing Law. This Confirmatory Grant and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned First Stop Health has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

FIRST STOP HEALTH, LLC, a Delaware limited liability company

DocuSigned by:
By: 
52CD85BE524B4C2...
Name: Teira Gunlock
Title: Chief Executive Officer

Agreed and Accepted:

WESTERN ALLIANCE BANK, as Agent

DocuSigned by:
Scott Uejima
By: A0FE21BBEB5244B... _____
Name: Scott Uejima
Its: Vice President

EXHIBIT A

PATENTS

None.

EXHIBIT B
TRADEMARKS

MARK	JURISDICTION	FILING DATE / FILING NO.	OWNER.	ISSUE/REG. DATE	ISSUE/REG. NO.
FH FIRST STOP HEALTH 	USA	January 18, 2019 88267894	First Stop Health, LLC	August 20, 2019	5838703
FIRST STOP HEALTH	USA	October 24, 2019 88667402	First Stop Health, LLC	June 2, 2020	6068100
THE FIRST STOP FOR HEALTH	USA	October 24, 2019 88667740	First Stop Health, LLC	June 2, 2020	6068118
CARE THAT PEOPLE LOVE	USA	August 7, 2020 90100770	First Stop Health, LLC	September 28, 2021	6496687
FSH	USA	December 31, 2020 90440847	First Stop Health, LLC	November 30, 2021	6573646

EXHIBIT C
COPYRIGHTS

None.

Error! Unknown document property name.

RECORDED: 06/30/2023

TRADEMARK
REEL: 008118 FRAME: 0649