

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822119

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Valo Health, Inc. | | 06/30/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FIRST-CITIZENS BANK & TRUST COMPANY, AS AGENT | | |
| Street Address: | 505 Howard Street | | |
| Internal Address: | Floor 3 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94105 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6486701 | BIOWIRE | |
| Registration Number: | 3660448 | NUMERATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | (619) 699-2708 | | |
| Email: | christian.cruz@us.dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 4365 Executive Drive | | |
| Address Line 2: | Suite 1100 | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| NAME OF SUBMITTER: | Matt Schwartz | | |
| SIGNATURE: | /s/ Matt Schwartz | | |
| DATE SIGNED: | 07/05/2023 | | |
| Total Attachments: 11 | | | |
| source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page1.tif | | | |
| source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page2.tif | | | |
| source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page3.tif | | | |

CH \$65.00 6486701

source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page4.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page5.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page6.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page7.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page8.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page9.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page10.tif
source=SVB-Valo Health- Amended and Restated IPSA (6.2023)#page11.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“this Agreement”) dated as of June 30, 2023 is made by and among (a) **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“SVB”), in its capacity as administrative agent and collateral agent (in such capacity, “Agent”), (b) **VALO HEALTH, LLC**, a Delaware limited liability company (f/k/a INTEGRAL HEALTH HOLDINGS, LLC) (“Parent”), as a Guarantor, and (c) **VALO HEALTH, INC.**, a Delaware corporation (f/k/a INTEGRAL HEALTH, INC.) (“Opco”) (Parent, Opco and each such Qualified Subsidiary, individually and collectively, jointly and severally, “Grantor”) in connection with (x) that certain Loan and Security Agreement dated as of June 15, 2020 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of December 7, 2020, that certain Consent and Second Amendment to Loan and Security Agreement dated as of December 31, 2020, that certain Third Amendment to Loan and Security Agreement dated as of February 1, 2021, that certain Fourth Amendment to Loan and Security Agreement dated as of February 19, 2021, and that certain Default Waiver and Fifth Amendment to Loan and Security Agreement dated as of the date hereof, collectively, the “Loan Agreement”) by and among Grantor, Agent, SVB in its capacity as a Lender, and HERCULES CAPITAL, INC., a Maryland corporation in its capacity as a Lender thereunder (“Hercules” and together with SVB, the “Lenders”), and (ii) that certain Unconditional Secured Guaranty and Pledge Agreement dated as of June 15, 2020 (as the same may be amended, modified or supplemented from time to time, the “Parent Guaranty”) entered into by Parent in favor of Agent and the Lenders. This Agreement amends, restates, and supersedes in its entirety (a) that certain Intellectual Property Security Agreement dated as of June 15, 2020 by and between Parent and Agent, and (b) that certain Intellectual Property Security Agreement dated as of June 15, 2020 by and between Opco and Agent. Capitalized terms used but not defined herein, shall bear the meanings ascribed to such terms in the Loan Agreement.

RECITALS

A. The Lenders are willing to make loans to Borrower, 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, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor.

B. Pursuant to the terms of the Loan Agreement and the Parent Guaranty, Grantor has granted 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.

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 Grantor’s Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations, 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 of 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, now or hereafter existing, created, acquired or held, including without limitation 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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit B attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit C attached hereto (collectively, the “Mask Works”);

(g) 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;

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

(j) 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 anything to the contrary herein, the Intellectual Property Collateral shall not include any Intellectual Property associated with clinical and preclinical therapeutic assets of any Loan Party (“Excluded Intellectual Property”); provided, however, the Collateral shall include all Accounts and all proceeds of all Intellectual Property (including the Excluded Intellectual Property). If a judicial authority (including a U.S. Bankruptcy Court) would hold that a security interest in the underlying Intellectual Property is necessary to have a security interest in such Accounts and such property that are proceeds of Intellectual Property, then the Collateral shall automatically, and effective as of the Effective Date, include the Excluded Intellectual Property to the extent necessary to permit perfection of Agent’s, for the ratable benefit of the Lenders, security interest in such Accounts and such other property of the Loan Parties that are proceeds of such Intellectual Property.

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

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Parent Guaranty, which are hereby incorporated by reference. The provisions of the Loan Agreement and the Parent Guaranty shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, Parent Guaranty, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

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

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Balance of Page Intentionally Left Blank]

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

Address:

Valo Health, Inc.
399 Boylston St., Suite 505
Boston, MA 02116
Attn: David Berry, CEO
Email: dberry@integraltx.com

c/o Valo Health, Inc.
399 Boylston St., Suite 505
Boston, MA 02116
Attn: David Berry, CEO
Email: dberry@integraltx.com

Address:

Silicon Valley Bank, a division of
First-Citizens Bank & Trust Company, as Agent
505 Howard Street, Floor 3
San Francisco, California 94105
Attn: Mr. Peter Sletteland
Email: PSletteland@svb.com

GRANTOR:

Valo Health, Inc. (f/k/a Integral Health, Inc.)

By: David A. Berry, M.D., Ph.D.

Name: David A. Berry, M.D., Ph.D.

Title: President and Chief Executive Officer

Valo Health, LLC (f/k/a Integral Health Holdings, LLC)

By: David A. Berry, M.D., Ph.D.

Name: David A. Berry, M.D., Ph.D.

Title: President and Chief Executive Officer

AGENT:

First-Citizens Bank & Trust Company
(successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By: Peter Sletteland

Name: Peter Sletteland

Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents and Trademarks

| Owners | Record name | Status | Module | Country | Classes | Application number | Application Date | Registration/Grant Reg. / Grant date |
|-------------------|----------------------------------|------------|-----------|--|-----------------|--------------------|---------------------|--------------------------------------|
| Valo Health, Inc. | BIDWIRE | Registered | Trademark | United States of America | 42 | 88309956 | 15-May-2019 6456701 | 14-Sep-2021 |
| Valo Health, Inc. | NUMERATE | Registered | Trademark | United States of America | 42 | 77621344 | 25-Nov-2008 3660448 | 28-Jul-2009 |
| Valo Health, LLC | VALO (CIRCLE) | Pending | Trademark | United States of America | 1, 5, 9, 42 | 8945793 | 03-Jun-2020 | |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | World Intellectual Property Org. (WIPO) | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Pending | Trademark | Australia | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Pending | Trademark | Canada | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | Switzerland | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Pending | Trademark | China | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | European Union Intellectual Property Office (EUI 1, 5, 9, 36, 42 | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | United Kingdom | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | Israel | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Pending | Trademark | Japan | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (CIRCLE) | Registered | Trademark | Singapore | 1, 5, 9, 36, 42 | A0102801 | 03-Dec-2020 1570658 | 03-Dec-2020 |
| Valo Health, LLC | VALO (COLOR) | Pending | Trademark | United States of America | 1, 5, 9, 36, 42 | 8945991 | 03-Jun-2020 | |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | World Intellectual Property Org. (WIPO) | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Pending | Trademark | Australia | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Pending | Trademark | Canada | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | Switzerland | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | China | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | European Union Intellectual Property Office (EUI 42 | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | United Kingdom | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | Israel | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Registered | Trademark | Japan | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO DATA GRAVITY | Pending | Trademark | Singapore | 42 | A0106489 | 15-Mar-2021 1610163 | 15-Mar-2021 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | United States of America | 1, 5, 9, 42 | 8945793 | 03-Jun-2020 | |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | World Intellectual Property Org. (WIPO) | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Pending | Trademark | Australia | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Pending | Trademark | Canada | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | Switzerland | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Pending | Trademark | China | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | European Union Intellectual Property Office (EUI 1, 5, 9, 36, 42 | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | United Kingdom | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | Israel | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | Japan | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO HEALTH | Registered | Trademark | Singapore | 1, 5, 9, 36, 42 | A0102800 | 03-Dec-2020 1570709 | 03-Dec-2020 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Pending | Trademark | United States of America | 41 | 90181491 | 15-Sep-2020 | |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | World Intellectual Property Org. (WIPO) | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Pending | Trademark | Australia | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Pending | Trademark | Canada | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | Switzerland | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | China | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | European Union Intellectual Property Office (EUI 41, 42 | 41, 42 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | United Kingdom | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | Israel | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | Japan | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO OPAL COMPUTATIONAL PLATFORM | Registered | Trademark | Singapore | 41 | A0106488 | 15-Mar-2021 1610069 | 15-Mar-2021 |
| Valo Health, LLC | VALO | Pending | Trademark | United States of America | 1, 5, 9, 42 | 8945779 | 03-Jun-2020 | |
| Valo Health, LLC | VALO | Registered | Trademark | World Intellectual Property Org. (WIPO) | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Australia | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Canada | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Switzerland | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | China | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | European Union Intellectual Property Office (EUI 1, 5, 9, 36, 42 | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | United Kingdom | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Israel | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Japan | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |
| Valo Health, LLC | VALO | Registered | Trademark | Singapore | 1, 5, 9, 36, 42 | A0102797 | 03-Dec-2020 1570555 | 03-Dec-2020 |

EXHIBIT C

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None