

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K Health, Inc.		07/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC, as Collateral Agent		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5990281	K	
Registration Number:	5903139	K	
Registration Number:	6965385	K HEALTH	
Registration Number:	6965386	K HEALTH	
Registration Number:	6965387	K HEALTH	
Registration Number:	5913992	K HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
	<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:	312-372-2000		
Email:	jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	082853.0201		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		

CH \$165.00 5990281

DATE SIGNED:	07/14/2023
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Total Attachments: 7

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- source=TPC-K Health-IP Security Agreement (Executed)#page2.tif
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this “Agreement”) dated as of July 14, 2023 by and between TRIPLEPOINT CAPITAL LLC., a Delaware limited liability company in its capacity as collateral agent for itself and the Lenders (in such capacity together with its successors and assigns, in such capacity “Collateral Agent”) and K HEALTH, INC., a Delaware corporation (the “Grantor”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TriplePoint Capital LLC. The words “You” or “Your” refers to the grantor and not any individual. The words “the Parties” refers to both TriplePoint Capital LLC and the Grantor.

Reference is made to the Plain English Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of the date hereof, by and among, You, the other Borrower’s from time to time party there to, Collateral Agent and the Lenders party thereto. Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C** together with any renewals thereof;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include, and You shall not be deemed to have granted a security interest in, any Excluded Collateral.

You represent and warrant to Us that Schedules A, B and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

IP Security Agreement (K Health, Inc.)
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3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest; provided that the Collateral Agent will endeavor (but is not obligated) to provide notice to You of such modification by amending Schedules A, B, and C to this Agreement. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 Us, of any or all other rights, powers or remedies.

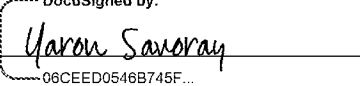
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: K HEALTH, INC.
DocuSigned by:
Signature: 
06CEED0546B745F...
Print Name: Yaron Savoray
Title: Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between K Health, Inc., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

Patent	Application Number	Filing Date	Patent Number	Registration Date	Country	Owner
System and Method for Providing Health Information	19894546.1	6/30/2021	N/A	N/A	European Patent Office	K Health, Inc.
SYSTEM AND METHOD FOR PROVIDING HEALTH INFORMATION	16/711385	12/11/2019	N/A	N/A	USA	K Health, Inc.
System and Method for Providing Health Information	62/778226	Dec-11-2018	N/A	N/A	USA	K Health, Inc.
System and Method for Providing Health Information	PCT/US2019/065819	Jun-18-2019	N/A	N/A	PCT	K Health, Inc.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between K Health, Inc., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Country	Owner
K HEALTH	918580951	10/31/2019	918580951	8/04/2020	Brazil	K Health, Inc.
K HEALTH	918580846	10/31/2019	918580846	8/04/2020	Brazil	K Health, Inc.
K HEALTH	DID2019065882	10/31/2019	IDM000850677	4/29/2021	Indonesia	K Health, Inc.
K HEALTH	322194	11/14/2019	322194	12/01/2020	Israel	K Health, Inc.
K AND DESIGN (CIRCLE)	322193	11/14/2019	322193	8/03/2020	Israel	K Health, Inc.
K AND DESIGN (CIRCLE)	88/551127	7/30/2019	5990281	2/18/2020	USA	K Health, Inc.
K and Design	88/414777	5/03/2019	5903139	11/05/2019	USA	K Health, Inc.
K HEALTH	90/743776	5/30/2021	N/A	N/A	USA	K Health, Inc.
HEALTHCARE WITHOUT THE SYSTEM	90/743782	5/30/2021	N/A	N/A	USA	K Health, Inc.
K HEALTH	90/743777	5/30/2021	6965385	1/24/2023	USA	K Health, Inc.
K HEALTH	90/743778	5/30/2021	6965386	1/24/2023	USA	K Health, Inc.
K HEALTH	90/743779	5/30/2021	6965387	1/24/2023	USA	K Health, Inc.
K HEALTH	88/414774	5/03/2019	5913992	11/19/2019	USA	K Health, Inc.
K	2393300	7/24/2020	2158624	10/16/2020	Mexico	K Health, Inc.
K	2393307	7/24/2020	2158625	10/16/2020	Mexico	K Health, Inc.
HEALTHCARE WITHOUT THE SYSTEM ¹	90743780	5/30/2021	N/A	N/A	USA	K Health, Inc.
HEALTHCARE WITHOUT THE SYSTEM ²	90743783	5/30/2021	N/A	N/A	USA	K Health, Inc.

¹ Trademark has been abandoned.

² Trademark has been abandoned.

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Country	Owner
HEALTHCARE WITHOUT THE SYSTEM ³	90743784	5/30/2021	N/A	N/A	USA	K Health, Inc
HEALTHCARE WITHOUT THE SYSTEM ⁴	90743785	5/30/2021	N/A	N/A	USA	K Health, Inc
HEALTHCARE WITHOUT THE SYSTEM ⁵	90743786	5/30/2021	N/A	N/A	USA	K Health, Inc

³ Trademark has been abandoned.

⁴ Trademark has been abandoned.

⁵ Trademark has been abandoned.

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between K Health, Inc., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.