

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pyx Health, Inc.		07/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STIFEL BANK		
Street Address:	787 Seventh Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97414925	ANDY	
Serial Number:	97685165	LONELINESS INDEX	
Serial Number:	97414918	THRIVE PATHWAY	
Serial Number:	97366776	BECAUSE NO ONE GETS BETTER ALONE	
Registration Number:	6175777	HI FRIEND.	
Registration Number:	5979150	PYX HEALTH	
Registration Number:	5979149	PYXIR	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2063460 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		

OP \$190.00 97414925

DATE SIGNED:	07/17/2023
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Total Attachments: 6

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- source=2063460 Stifel Bank - Pyx - IP Security Agreement [Executed] (7.2023)#page2.tif
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- source=2063460 Stifel Bank - Pyx - IP Security Agreement [Executed] (7.2023)#page5.tif
- source=2063460 Stifel Bank - Pyx - IP Security Agreement [Executed] (7.2023)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 14, 2023 by and between **STIFEL BANK** ("Bank") and **PYX HEALTH, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among, *inter alios*, Bank and Grantor dated as July 14, 2023 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that, as of the date hereof, Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Collateral of Grantor that is registered with United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

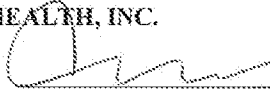
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o TT Capital Partners, LLC
3600 American Blvd. W., Suite 150
Bloomington, MN 55431
Attention: Conor Green; Adam Letson
Email: cgreen@TTCapitalPartners.com;
alletson@TTCapitalPartners.com

PYX HEALTH, INC.

By:  _____

Name: Adam Letson

Title: Vice President and Assistant Secretary

with a copy to (which shall not constitute notice):

BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: Scott Reid
Email: scott.reid@bassberry.com

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Joel Gragg
Email: graggi@stifelbank.com

STIFEL BANK

By: _____

Name: _____

Title: _____

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Biro
Email: warren.biro@btlaw.com

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DMS 26714370

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GRANTOR:

Address of Grantor:

c/o TT Capital Partners, LLC
3600 American Blvd. W., Suite 150
Bloomington, MN 55431
Attention: Conor Green; Adam Letson
Email: cgreen@TTCapitalPartners.com;
aletson@TTCapitalPartners.com

PYX HEALTH, INC.

By: _____

Name: _____

Title: _____

with a copy to (which shall not constitute notice):

BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Attn: Scott Reid
Email: scott.reid@bassberry.com

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Joel Gragg
Email: graggj@stifelbank.com

STIFEL BANK

By:  _____

Name: James Binz

Title: Executive Vice President, Chief Credit Officer

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Biro
Email: warren.biro@btlaw.com

[Signature Page to IPSA]

EXHIBIT A

Copyrights

Registration No.	Title	Reg. Date	Status	Owner
VAu 1-353-488	Pyxir.	Nov. 8, 2018	Registered	Pyx Health, Inc.


EXHIBIT B

Patents

App. No.	Pat. No.	Title	Filing Date	Status
29/666,629	D920,993	Display Screen or Portion thereof with Graphical User Interface	10/15/2018	Patent Issued June 1, 2021
29/785,552	D946,602 Related to D920,993	Display Screen with Graphical User Interface	5/26/2021	Patent Issued March 22, 2022
29/785,554	D946,603 Related to D920,993	Display Screen with Graphical User Interface	5/26/2021	Patent Issued Mar. 22, 2022
29/785,562	D946,604 Related to D920,993	Display Screen with Graphical User Interface	5/26/2021	Patent Issued Mar. 22, 2022

EXHIBIT C

Trademarks

Trademark	Appl. No./ Appl. date	Reg. No. / Reg. date	Status
ANDY	97414925 May 17, 2022		Pending (Office Action dated 2/12/23)
LONELINESS INDEX	97685165 Nov. 20, 2022		Pending (Office Action dated 2/12/23)
THRIVE PATHWAY	97414918 May 17, 2022		Pending (Office Action date 2/12/23)
BECAUSE NO ONE GETS BETTER ALONE	97366776 Apr. 16, 2022		Pending (Office Action dated 2/12/23)
	88158636	6175777/ Oct. 13, 2020	Registered
PYX HEALTH	88158374	5979150/ Feb. 4, 2020	Registered
PYXIR	88158352	5979149/ Feb. 4, 2020	Registered