

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GWELL, INC.		09/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5JOE7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6310178	GWELL	
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:	3124564206		
Email:	rsiddiqui@sidley.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	One South Dearborn		
Address Line 2:	Sidley Austin LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	061716-31490		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	09/13/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 12, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and GWELL, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Joinder Agreement and Waiver to Loan and Security Agreement, dated as of the date hereof (the “**Joinder Agreement**”) which supplements that certain Loan and Security Agreement, dated as of December 23, 2019 (as further amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among INFORMED MEDICAL DECISIONS, INC., as Borrower Representative, IDNA INTERMEDIATE HOLDINGS, INC., as Parent, and Bank. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Joinder Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally for the limited purpose of amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

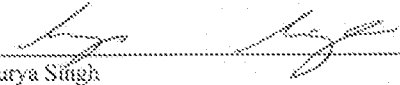
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

111 2nd Ave. NE, Suite 700
St. Petersburg, FL 33701
Attention: Chief Financial Officer

GRANTOR:

GWELL, INC.

By: 
Name: Surya Singh
Title: Chief Executive Officer & President

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor,
Toronto, Ontario
M51 0E7
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantor:

111 2nd Ave. NE, Suite 700
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Attention: Chief Financial Officer

GRANTOR:

GWELL, INC.


By: _____
Name: _____
Title: _____

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor,
Toronto, Ontario
M5J 0E7
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Jeff Chapman
Title: Assistant General Manager

By:  _____
Name: Corey Perlmutter
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
METHOD AND SYSTEM FOR INTERACTIVE PERSONAL WELLNESS RECOMMENDATIONS	17/313879	5/6/2021

EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
GWELL	6310178	3/30/2021