

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843902

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900803973		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COLLETTE HEALTH, LLC	FORMERLY MEDSITTER, LLC	09/29/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90251068	MEDSITTER	
<b>Registration Number:</b>	5226667	MEDSITTER	
<b>Serial Number:</b>	98091827	COLLETTE HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2131943 TM A		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	10/05/2023		
<b>Total Attachments: 6</b>			

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 29, 2023 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **COLLETTE HEALTH, LLC** (f/k/a **MEDSITTER, LLC**), a Delaware limited liability company ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of August 31, 2022 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement, dated as of August 31, 2022, between Grantor and Bank, which was originally recorded with the US Patent and Trademark Office on September 1, 2022 at Reel and Frame Number 7837/0770 and Reel and Frame Number 060963/0927.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B** (in each case other than United States intent-to-use trademark applications to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, Grantor's right, title or interest therein or any trademark issued as a result of such application under applicable Federal law);

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

**COLLETTE HEALTH, LLC (F/K/A MEDSITTER, LLC),**  
a Delaware limited liability company

By: DocuSigned by:  
**Bartholomew Ronan**

Name: Bartholomew J. Ronan

Title: Chief Financial Officer, Treasurer, Secretary

Address for Notices:

COLLETTE HEALTH, LLC  
14701 Cumberland Rd.  
Suite 400  
Noblesville, IN 46060  
Attn: Bart J. Ronan  
Email: bart.ronan@medsitter.com

**BANK:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: DocuSigned by:  
**Colin Wons**

Name: Colin Wons

Title: Vice President

Address for Notices:

WESTERN ALLIANCE BANK  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: rick.lamoreux@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<b>Trademark</b>	<b>Image</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner of Record</b>
MEDSITTER	N/A	90251068	October 13, 2020	N/A	N/A	Interactive Digital Solutions, Inc. DBA IDSolutions
MEDSITTER	N/A	87167774	September 12, 2016	5226667	June 20, 2017	IDSolutions Corporation Indiana
COLLETTE HEALTH	N/A	98091827	July 19, 2023	N/A	N/A	MedSitter, LLC Limited Liability Company Delaware

**EXHIBIT C**

**PATENTS**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued Or Published?</u>	<u>Issue Date:</u>
Fall Risk Scoring System and Method	N/A	16/654916	N/A	N/A