

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM854707

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Secured Party to Customers Bank previously recorded on Reel 007219 Frame 0925. Assignor(s) hereby confirms the Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
careviso, Inc.		11/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	40 General Warren Blvd, Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90312365	TALLIS	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		
DATE SIGNED:	11/20/2023		
Total Attachments: 9			
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source=Customers - careviso Inc. - Second Amended and Restated IPSA (Executed)(11758583.1)#page1.tif			
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CH \$40.00 90312365

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMT Solutions, Inc.		03/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90507784	SEEQER	
Serial Number:	90312365	TALLIS	
Serial Number:	90165803	SUBMIT RIGHT	
Serial Number:	90165816	ACTIVATING PRECISION MEDICINE	
Serial Number:	90165829	HELPING TO SIMPLIFY AND STREAMLINE PATIE	
Serial Number:	90165833	ACTIVATE DX	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	(919)838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/s/ Perky L.Karmire		
DATE SIGNED:	03/12/2021		

CH \$165.00 90507784

Total Attachments: 6

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of November 2, 2023 by and between CUSTOMERS BANK (as successor-in-interest to Signature Bank) ("Bank") and CAREVISO, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (formerly known as CMT Solutions, Inc.) dated as of March 12, 2021, as amended by that certain First Amendment to Loan and Security Agreement dated as of February 15, 2022, that certain Second Amendment to the Loan and Security Agreement dated as of August 29, 2022, and that certain Third Amendment to Loan and Security Agreement dated on or about the date hereof (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. In furtherance thereof, Grantor granted and pledged to Bank a security interest in all of Grantor's Intellectual Property Collateral pursuant to that certain Amended and Restated Intellectual Property Security Agreement by and between Bank and Grantor dated as of August 29, 2022 (the "Original IPSA").

C. Borrower and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

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 under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Intellectual Property Security 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 Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the 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.

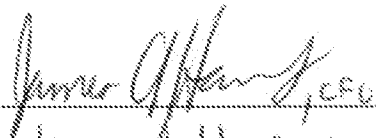
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Careviso, Inc.
7600 Leesburg Pike, East Building, Suite 220
Falls Church, VA 22043
Attn: Andrew Mignatti

CAREVISO, INC.

By: 
Name: JAMES A HARRIOT
Title: CFO

BANK:

Address of Bank:

Customers Bank
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

CUSTOMERS BANK

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address of Grantor:

Careviso, Inc.
7600 Leesburg Pike, East Building, Suite 220
Falls Church, VA 22043
Attn: Andrew Mignatti

CAREVISO, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Customers Bank
701 Reading Avenue
West Reading, PA 19611
Attn: Kevin Johnson
EMAIL: kjohnson@customersbank.com

CUSTOMERS BANK

By: Kevin Johnson

Name: Kevin Johnson

Title: SVP

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

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

N/A

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

N/A

EXHIBIT C

Trademarks

List of Active Domains that We Own

Cmtseeqer.com
Seeqertool.com
Seeqerlab.com
Cmtmarketaccess.com
Authorizemytest.com
Covermytest.com
Cmtsolutions.com
seerez.com
cmtaccess.com
cmtpatientaccess.com
clairviso.com
clareviso.com
careviso.com
careviso.net
careviso.org
carevizo.com
careviso.info
careviso.health
careviso.co

Active Trademark Applications

careviso – U.S. Trademark Application Serial No. 97/533356 filed August 3, 2022

CAREVISO INSIGHTS – U.S. Trademark Application No. 97835968 filed March 13, 2023

POWERING TRANSPARENCY – U.S. Trademark Application No. 97767730 filed January 25, 2023

TALLIS – U.S. Trademark Application No. 90312365 filed November 11, 2020

COMPLETED

Activating Precision Medicine - finalized. U.S. Trademark Application Serial No. 90/165816 filed September 8, 2020

The following are finalized as of March, 15, 2022

seeQer – completed U.S. Trademark Application Serial No. 90/507784 filed February 3, 2021

The following are finalized as of June 29th, 2022

seerEZ – finalized U.S. Trademark Application Serial No. 90/801936 filed June 29, 2021