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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM854711

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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: 2

Property Type	Number	Word Mark
Serial Number:	97835968	CAREVISO INSIGHTS
Serial Number:	97767730	POWERING TRANSPARENCY

CORRESPONDENCE DATA

Fax Number:

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.

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: 7

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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.
Careviso, Inc. 7600 Leesburg Pike, East Building, Suite 220 Falls Church, VA 22043 Attn: Andrew Mignatti	By: Janua Han-Licen
	Name: /JAMES A HARRIOT
	Title: <u>CF0</u>
	BANK:
Address of Bank:	CUSTOMERS BANK
Customers Bank	By:
701 Reading Avenue	<i>MY</i>
West Reading, PA 19611	Name:
Attn: Kevin Johnson	
FMAR : Linbrecon Depetrmers bank com	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.
Careviso, Inc. 7600 Leesburg Pike, East Building, Suite 220 Falls Church, VA 22043 Attn: Andrew Mignatti	By:
	BANK:
Address of Bank:	CUSTOMERS BANK
Customers Bank 701 Reading Avenue West Reading, PA 19611 Attn: Kevin Johnson EMAIL: kjohnson@customersbank.com	By: Kern Johnson Title: SUP

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

EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

N/A

EXHIBIT B

Patents

<u>Description</u> <u>Patent/App. No.</u> <u>File Date</u>

N/A

EXHIBIT C

Trademarks

List of Active Domains that We Own

Cmtseeqer.com Seeqertool.com Seegerlab.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

TRADEMARK REEL: 008263 FRAME: 0436

RECORDED: 11/20/2023