

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PASSPORT HEALTH HOLDINGS, LLC		11/30/2023	Limited Liability Company: ARIZONA
PPH FRANCHISE HOLDINGS, LLC		11/30/2023	Limited Liability Company: NEVADA
PASSPORT HEALTH, LLC,		11/30/2023	Limited Liability Company: ARIZONA
PPH GLOBAL SERVICES, LLC		11/30/2023	Limited Liability Company: ARIZONA
PASSPORT HEALTH INTERNATIONAL, LLC		11/30/2023	Limited Liability Company: ARIZONA
COMMUNITY HEALTH AND IMMUNIZATION SERVICES, LLC		11/30/2023	Limited Liability Company: ARIZONA
PPH OHIO LLC		11/30/2023	Limited Liability Company: OHIO
PASSPORT HEALTH IPH, LLC		11/30/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	ARIZONA BANK & TRUST, A DIVISION OF HTLF BANK		
Street Address:	2036 E. Camelback Road		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2058410	PASSPORT HEALTH	
Registration Number:	2091480	FIRST CLASS MEDICAL CARE FOR TRAVEL ANYW	
Registration Number:	2116454	PASSPORT	
Registration Number:	3061872	THE VACCINE PEOPLE.	
Registration Number:	3612165	GOOD HEALTH . . . DON'T FORGET TO TAKE I	
Registration Number:	3612109	WE DON'T JUST VACCINATE, WE EDUCATE	

OP \$490.00 2058410

Property Type	Number	Word Mark
Registration Number:	3622317	PASSPORT HEALTH
Registration Number:	3642535	PASSPORT HEALTH
Registration Number:	3710681	THE VACCINE SPECIALISTS
Registration Number:	3886112	PASSAGEWARE
Registration Number:	4825310	TRIQEQUIP
Registration Number:	4825311	TRIQEQUIP.COM
Registration Number:	4977351	FLUFREE
Registration Number:	4977355	FLUFREE.COM
Registration Number:	5231484	PASSPORT HEALTH
Registration Number:	5250063	PASSPORT HEALTH TRAVEL VACCINES AND WELL
Registration Number:	5699138	PASSPORT HEALTH
Registration Number:	6977319	PASSPORT HEALTH
Serial Number:	90749337	PASSPORT HEALTH

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: 4023466000

Email: patrick.stephenson@kutakrock.com

Correspondent Name: Patrick C. Stephenson

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER: Patrick C. Stephenson

SIGNATURE: /Patrick C. Stephenson/

DATE SIGNED: 01/25/2024

Total Attachments: 6

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SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this “*Short Form Agreement*”) is made and entered into as of November 30, 2023, by **PASSPORT HEALTH HOLDINGS, LLC**, an Arizona limited liability company, **PPH FRANCHISE HOLDINGS, LLC**, a Nevada limited liability company, **PASSPORT HEALTH, LLC**, an Arizona limited liability company, **PPH GLOBAL SERVICES, LLC**, an Arizona limited liability company, **PASSPORT HEALTH INTERNATIONAL, LLC**, an Arizona limited liability company, **COMMUNITY HEALTH AND IMMUNIZATION SERVICES, LLC**, an Arizona limited liability company, **PPH OHIO LLC**, an Ohio limited liability company, and **PASSPORT HEALTH IPH, LLC**, an Arizona limited liability company (collectively, the “*Grantor*”) and **ARIZONA BANK & TRUST**, a division of HTLF Bank (“*Lender*”), as the secured party.

PRELIMINARY STATEMENTS:

Pursuant to a Credit Agreement dated as of the date of this Short Form Agreement (as the same may be amended, supplemented, extended or renewed from time to time, the “*Credit Agreement*”) among Lender and Grantor, Lender has agreed to make the loans to Grantor as described in the Credit Agreement (collectively, the “*Loan*”). Capitalized terms used in this Short Form Agreement and not defined in this Short Form Agreement have the meanings given to such terms in the Credit Agreement.

Pursuant to the Loan Documents, Grantor and Lender have agreed to enter into this Short Form Agreement to further evidence the grant of the security interests in such Grantor’s Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Credit Agreement and the other Loan Documents, as collateral security for the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Lender, a security interest in and lien upon all of such Grantor’s Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Credit Agreement, Grantor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default, without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or

printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Secured Obligations and termination of all unused commitments and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Short Form Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Documents and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Documents and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

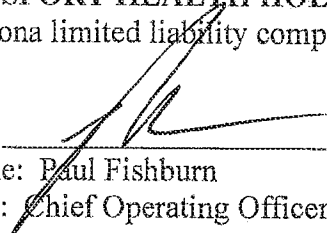
4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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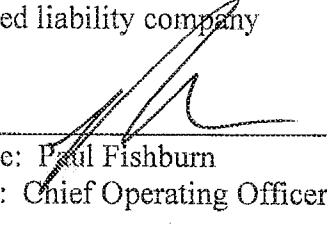
EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTOR:

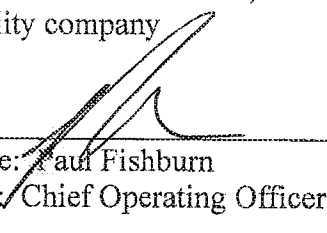
PASSPORT HEALTH HOLDINGS, LLC, an
Arizona limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

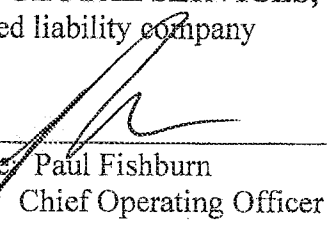
PPH FRANCHISE HOLDINGS, LLC, a Nevada
limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

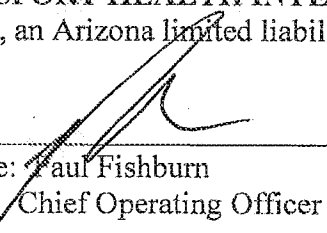
PASSPORT HEALTH, LLC, an Arizona limited
liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

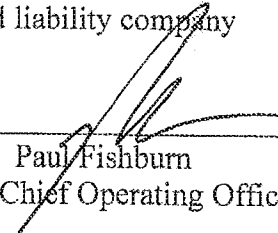
PPH GLOBAL SERVICES, LLC, an Arizona
limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

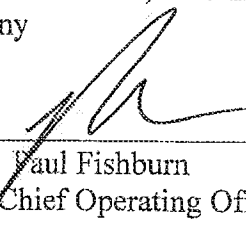
**PASSPORT HEALTH INTERNATIONAL,
LLC**, an Arizona limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

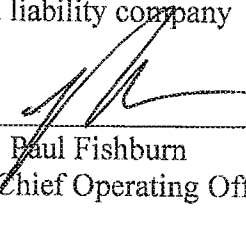
**COMMUNITY HEALTH AND
IMMUNIZATION SERVICES, LLC**, an Arizona
limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

PPH OHIO LLC, an Ohio limited liability
company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

PASSPORT HEALTH IPH, LLC, an Arizona
limited liability company

By: 
Name: Paul Fishburn
Title: Chief Operating Officer

LENDER:

ARIZONA BANK & TRUST, a division of HTLF
Bank




By: 

Name: Brian Cousins

Title: Senior Vice President

EXHIBIT A

INTELLECTUAL PROPERTY TRADEMARKS

Trademark	Trademark Owner Name	Serial No.	Registration Number
PASSPORT HEALTH	Passport Health, LLC	75040231	2058410
FIRST CLASS MEDICAL CARE FOR TRAVEL ANYWHERE	Passport Health, LLC	75206929	2091480
	Passport Health, LLC	75244465	2116454
THE VACCINE PEOPLE.	Passport Health, LLC	76624232	3061872
GOOD HEALTH...DON'T FORGET TO TAKE IT WITH YOU!	Passport Health, LLC	77575287	3612165
WE DON'T JUST VACCINATE, WE EDUCATE	Passport Health, LLC	77574564	3612109
PASSPORT HEALTH	Passport Health, LLC	77574560	3622317
PASSPORT HEALTH	Passport Health, LLC	77574562	3642535
THE VACCINE SPECIALISTS	Passport Health, LLC	77574148	3710681
PASSAGEWARE	Passport Health, LLC	85018623	3886112
TRIQEQUIP	Passport Health, LLC	86403867	4825310
TRIQEQUIP.COM	Passport Health, LLC	86403957	4825311
FLUFREE	Passport Health, LLC	86793930	4977351
FLUFREE.COM	Passport Health, LLC	86794007	4977355
PASSPORT HEALTH	Passport Health, LLC	87182304	5231484
PASSPORT HEALTH TRAVEL VACCINES AND WELLNESS SOLUTIONS	Passport Health, LLC	87254892	5250063
 Passport Health	Passport Health, LLC	87857714	5699138
	Passport Health, LLC	97075239	6977319
PASSPORT HEALTH	Passport Health, LLC	90749337	Registration pending