

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everside Health, LLC		02/07/2024	Limited Liability Company: DELAWARE
Paladina DPC Holding Co., LLC		02/07/2024	Limited Liability Company: DELAWARE
ACTIVATE HEALTHCARE LLC		02/07/2024	Limited Liability Company: INDIANA
Marathon Health, LLC		02/07/2024	Limited Liability Company: DELAWARE
OurHealth, LLC		02/07/2024	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Company Name:	Hercules Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
Internal Address:	Suite 2800		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5273904	CARE IS PRIMARY.	
Registration Number:	2895468	HEALTHSTAT	
Registration Number:	4680475	HEALTHSTAT	
Registration Number:	4591051	HEALTHSTAT	
Registration Number:	4591052	HEALTHSTAT	
Registration Number:	4680476	HEALTHSTAT	
Registration Number:	4673694	HEALTHSTAT	
Registration Number:	5977949	MENT4ME	
Registration Number:	4255049	PALADINA HEALTH	
Registration Number:	6598577	EVERSIDE	
Registration Number:	7062902	EVERSIDE 360	

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Property Type	Number	Word Mark
Registration Number:	6598578	EVERSIDE HEALTH
Registration Number:	7062905	EVERSIDE EVERYWHERE
Registration Number:	7062904	ACTIVATE BY EVERSIDE HEALTH
Registration Number:	7062903	EVERSIDE INSIGHTS
Registration Number:	4645612	ACTIVATE HEALTHCARE
Registration Number:	3486518	MARATHON HEALTH
Registration Number:	3401083	MARATHON HEALTH
Registration Number:	4191248	OURHEALTH

CORRESPONDENCE DATA

Fax Number: 3129932617
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: 3129932617
Email: atoosa.nowrouzi@lw.com
Correspondent Name: Atoosa Nowrouzi
Address Line 1: C/O Latham and Watkins 330 N Wabash Ave
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	054809-0103 (AN)
NAME OF SUBMITTER:	Atoosa Nowrouzi
SIGNATURE:	Atoosa Nowrouzi
DATE SIGNED:	02/07/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of February 7, 2024, is made by each of the grantors' signatory hereto (each, a "Grantor" and collectively, the "Grantors") in favor of Hercules Capital, Inc., as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent").

RECITALS

A. Each Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), by and among Omaha Intermediate Holdings 3, LLC, a Delaware limited liability company ("Borrower"), Omaha Intermediate Holdings 2, LLC, a Delaware limited liability company, certain Subsidiaries of Borrower from time to time party thereto as guarantors, the Lenders from time to time party thereto and Agent. All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"):

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation those registered Copyrights set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired, or held;

(c) any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) any and all claims for damages by way of past, present and future infringements 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;

(g) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;
and

(h) all 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Collateral.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Except in connection with a transaction permitted by the Loan Agreement, no Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to the Grantors, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

8. Termination. This Agreement shall terminate and the Lien on and security interest in the Intellectual Property Collateral shall be released upon the termination of all Commitments under the Loan Agreement and the payment in full of the Secured Obligations (other than any inchoate indemnity obligations, any obligations under Bank Services Agreements constituting Secured Obligations that are cash collateralized in accordance with Section 3.4 of the Loan Agreement or for which other satisfactory arrangements with the provider of such Bank Services have been made and any other obligations which, by their terms, are to survive the termination of the Loan Agreement). Upon

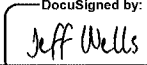
the termination of this Agreement, Agent shall, at the sole cost and expense of the Grantors, execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Intellectual Property Collateral granted herein.

[Signature pages follow.]

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

GRANTORS:

ACTIVATE HEALTHCARE LLC
EVERSIDE HEALTH, LLC
MARATHON DPC, LLC
MARATHON HEALTH, LLC
OURHEALTH, LLC
PALADINA DPC HOLDING CO., LLC

By:  BC10BC7FA9F045B...

Name: Jeff Wells

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland
corporation

 _____

By: Seth Meyer

Title: Chief Financial Officer

EXHIBIT A

Copyrights

US Copyrights Registrations

None.

EXHIBIT B

Patents

US Patents

None.

EXHIBIT C

Trademarks

US Federal Trademarks

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
CARE IS PRIMARY	86935296/ March 10, 2016	5273904/ August 29, 2017	Everside Health, LLC	Registered
HEALTHSTAT	78252404/ May 21, 2003	2895468/ October 19, 2004	Paladina DPC Holding Co., LLC	Registered
HEALTHSTAT	85785373/ November 21, 2012	4680475/ February 3, 2015	Paladina DPC Holding Co., LLC	Registered
HEALTHSTAT	85785392/ November 21, 2012	4591051/ August 26, 2014	Paladina DPC Holding Co., LLC	Registered
HEALTHSTAT	85785401/ November 21, 2012	4591052/ August 26, 2014	Paladina DPC Holding Co., LLC	Registered
HEALTHSTAT	85785446/ November 21, 2012	4680476/ February 3, 2015	Paladina DPC Holding Co., LLC	Registered
HEALTHSTAT	85785428/ November 21, 2012	4673694/ January 20, 2015	Paladina DPC Holding Co., LLC	Registered
MENT4ME	88536757/ July 25, 2019	5977949/ February 4, 2020	Paladina DPC Holding Co., LLC	Registered
PALADINA HEALTH	85440043/ October 5, 2011	4255049/ December 4, 2012	Everside Health, LLC	Registered
EVERSIDE	88864773/ April 8, 2020	6598577/ December 21, 2021	Everside Health, LLC	Registered
EVERSIDE 360	90689368/ May 4, 2021	7062902/ May 23, 2023	Everside Health, LLC	Registered
EVERSIDE HEALTH	88864776/ April 8, 2020	6598578/ December 21, 2021	Everside Health, LLC	Registered
EVERSIDE EVERYWHERE	90689379/ May 4, 2021	7062905/ May 23, 2023	Everside Health, LLC	Registered
ACTIVATE BY EVERSIDE HEALTH	90689372/ May 4, 2021	7062904/ September 2, 2022	Everside Health, LLC	Registered
EVERSIDE INSIGHTS	90689370/ May 4, 2021	7062903/ May 23, 2023	Everside Health, LLC	Registered
ACTIVATE HEALTHCARE	85720962/ September 5, 2012	4645612/ November 25, 2014	Activate Healthcare LLC	Registered
MARATHON HEALTH	78948821 09-AUG-2006	3486518 12-AUG-2008	Marathon Health, LLC	Registered
MARATHON HEALTH	77208866 18-JUN-2007	3401083 25-MAR-2008	Marathon Health, LLC	Registered
OURHEALTH	85135724 22-SEP-2010	4191248 14-AUG-2012	OurHealth, LLC	Registered

Trade Names

No.	Mark	State or Territory	Reg. No./ Reg. Date	Registered Owner	Status
1	THE LAITRAM PHARMACY	Louisiana	755926 14 DEC 20 21	Cerner Health Connections, Inc.	Registered Tradename
2	OURHEALTH	Indiana	20110356 21-JUL-2011	OurHealth, LLC	Registered Service Mark
3	PALADINA HEALTH	Wisconsin	20210083469 18-MAY- 2021	Everside Health, LLC	Registered Service Mark
4	PALADINA HEALTH	Ohio	4646748 1-APR-2021	Everside Health, LLC	Registered Tradename