

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI35193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEETNURSE INC.		04/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	HCAP PARTNERS V, L.P.		
<b>Street Address:</b>	3636 Nobel Drive, Suite 401		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92122		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90381084	FLEETNURSE	
<b>Serial Number:</b>	90381093	ANYTIME. ANYPLACE.	
<b>Serial Number:</b>	90381089		
<b>Serial Number:</b>	97641304	ANYTIME. ANYPLACE.	
<b>Serial Number:</b>	97629610	CASCADE FN	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2270779 JM		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		
<b>SIGNATURE:</b>	Andrew Hackett		
<b>DATE SIGNED:</b>	02/19/2024		

OP \$140.00.00 90381084

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**") is entered into as of April 12, 2022, by and between HCAP PARTNERS V, L.P., a Delaware limited partnership, as Lender pursuant to (and as described in) the Loan Agreement (defined below) ("**Lender**"), FLEETNURSE INC., a Delaware corporation ("**Borrower**") and each of the Subsidiaries of Borrower.

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower, dated of even date herewith (as amended from time to time and including each document referenced therein, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower and each Subsidiary grants to Lender, a security interest in all of such Borrower's and such Subsidiary's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and 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.

The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, any guaranty between Lender and any Subsidiary, and other rights now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, any guaranty between Lender and any Subsidiary 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, any guaranty between Lender and any Subsidiary or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower or any Subsidiary has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. Pursuant to Section 5.14 of the Loan Agreement, contemporaneously with the formation or acquisition of any new Subsidiary, Borrower shall cause such new Subsidiary to execute a signature page to this Agreement and Borrower shall update the schedules hereto to set forth any and all Intellectual Property for which such Subsidiary has registered or filed an application with either the U.S. Patent and Trademark Office or the U.S. Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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 the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall control.

*[Remainder of page intentionally left blank]*

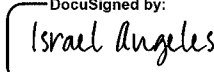
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

FLEETNURSE INC.

1471 Pearl Street, Suite 2  
Eugene, Oregon 97401  
Attn.: Israel Angeles

DocuSigned by:  
  
By: F97289B906554E1...  
Name: Israel Angeles  
Title: Chief Executive Officer

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.

Address of Subsidiary:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

**SUBSIDIARY:**

\_\_\_\_\_  
ENTITY NAME

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

3636 Nobel Drive, Suite 401  
San Diego, CA 92122  
Attention: Frank Mora  
Fax: (858) 259-0074

**LENDER:**

HCAP PARTNERS V, L.P., a Delaware limited partnership

By: HMFC IV LLC  
Its: General Partner

DocuSigned by:  
By:   
Name: Frank Mora  
Title: Managing Partner

EXHIBIT A - IP SECURITY AGREEMENT

Copyrights

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT



EXHIBIT B - IP SECURITY AGREEMENT


Patents

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT C - IP SECURITY AGREEMENT

Trademarks

<b>Trademark Applications</b>				
<i>Country</i>	<i>Mark</i>	<i>Serial No.</i>	<i>Application Filing Date</i>	
U.S.A.	FLEETNURSE	90381084	December 14, 2020	
U.S.A.	ANYTIME. ANYPLACE	90381093	December 14, 2020	
U.S.A.		90381089	December 14, 2020	
U.S.A.	ANYTIME. ANYPLACE	97641304	October 20, 2022	
U.S.A.	CASCADE FN	97629610	October 20, 2022	

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