

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI106554

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900839151		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELBE HEALTH, LLC		03/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6099717	WELBEHEALTH	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2295349 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/20/2024		
Total Attachments: 8			
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**INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time from time to time, this "**Agreement**") is entered into as of March 8, 2024 between **CANADIAN IMPERIAL BANK OF COMMERCE**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, "**Administrative Agent**") and the Grantors listed on the signature page hereto ("**Grantors**").

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantors and the other Loan Parties in the amounts and manner set forth in that certain Credit Agreement, dated as of March 8, 2024, by and among **WELBE HEALTH, LLC**, a Delaware public benefit limited liability company ("**Welbe**"), **WELBE HEALTH PACE, LLC**, a Delaware limited liability company ("**Welbe PACE**") and, together with Welbe, individually or collectively as the context requires, jointly and severally, the "**Borrower**" or "**Borrower**", the several banks and other financial institutions or entities from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**") and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower and the other Loan Parties under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**").

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Loan Party under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

AGREEMENT

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 the Secured Obligations, each Grantor her

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and agrees as follows:

1. To secure the Secured Obligations, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property that constitutes Collateral (other than any Excluded Assets) (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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. Each Grantor hereby confirms that such Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B, and C, respectively, are complete and accurate as of the date hereof.

2. This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

3. Each Grantor hereby authorizes Administrative Agent to file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Upon (1) the Discharge of Obligations, or (2) the release of any Grantor from the Obligations in accordance with the Loan Documents, Administrative Agent will promptly execute and deliver to such Grantor, at such Grantor's expense, all documents that such Grantor reasonably requests to evidence such termination or release. Administrative Agent hereby agrees to execute and deliver such documents and to perform other actions reasonably necessary to release the Lien when and as reasonably requested.

5. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK. This Section 5 shall survive the Discharge of Obligations.

6. This Agreement is a Loan Document. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission

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shall be effective as delivery of an original executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures 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.

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of each Grantor:

440 N Barranca Ave, #4051
Covina, CA 91723
Attention: Ethan Epstein
E-Mail: ethan.epstein@welbehealth.com

GRANTOR:

WELBE HEALTH, LLC

By:  _____

Name: Ethan Epstein

Title: Chief Financial Officer and Treasurer

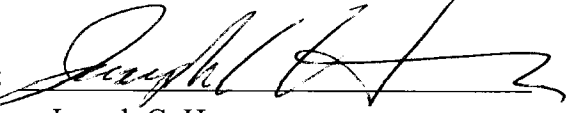
Address of Administrative Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attention: Joseph Hammer
E-Mail: Joseph.Hammer@cibc.com

Canadian Imperial Bank of Commerce
Infrastructure/Technology, Infrastructure
and Innovation
595 Bay Street, CPS-7th Floor
Toronto, Ontario M5G 2M8
Attention: Global Agent Administration
Services
Fax: (416) 956-3830
E-Mail: dlgo-agency@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Joseph C. Hammer

Title: Assistant General Manager

By: 

Name: Julie Silva

Title: Assistant General Manager

[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A
COPYRIGHTS
Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B
PATENTS
Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C
TRADEMARKS
Registered Trademarks

<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
Welbe Health, LLC	United States	6,099,717	July 14, 2020	WelbeHealth

Pending Trademark Applications

None.