

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM596706

<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>
CARECONNECTMD, INC.		08/27/2020	Corporation: DELAWARE
CARECONNECTMD ACO, INC.		08/27/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88738622	CARECONNECTMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	202-776-2046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1857		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	09/09/2020		
<b>Total Attachments: 5</b>			
source=GN Medical - IPSA (08.27.20)#page1.tif			

CH \$40.00 88738622

source=GN Medical - IPSA (08.27.20)#page2.tif

source=GN Medical - IPSA (08.27.20)#page3.tif

source=GN Medical - IPSA (08.27.20)#page4.tif

source=GN Medical - IPSA (08.27.20)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2020, by and among COMERICA BANK (“Bank”), CARECONNECTMD, INC., a Delaware corporation formerly known as CareConnect Health Services, Inc. (“CareConnectMD”) and CARECONNECTMD ACO, INC., a Delaware corporation (“ACO”) (CareConnectMD and ACO are each a “Grantor” and collectively, the “Grantors”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors and GN MEDICAL ASSOCIATES, INC., GERINET OF ARIZONA PLC and IYAD HOUSHAN, M.D. PROFESSIONAL CORPORATION (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of May 23, 2017, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of January 17, 2018, that certain Second Amendment to Loan and Security Agreement dated as of September 19, 2018, that certain Third Amendment and Waiver to Loan and Security Agreement dated as of November 1, 2019 and that certain Fourth Amendment and Waiver to Loan and Security Agreement (the “Fourth Amendment”) dated as of even date hereof (as further amended, modified, supplemented or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantors’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral to secure the obligations of such Grantor under the Loan 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each 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 Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors’ 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, but excluding the Excluded Property .

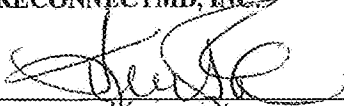
This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which 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.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

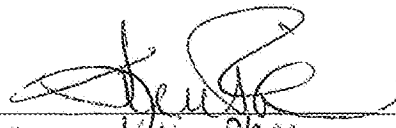
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

CARECONNECTMD, INC.

By:   
Name: Kim Phan  
Title: CEO

CARECONNECTMD ACO, INC.

By:   
Name: Kim Phan  
Title: CEO

Address of Grantors:

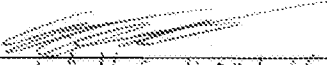
16162 Beach Blvd. #100  
Huntington Beach CA 92647  
Attn: Chief Executive Officer

Address of Bank:

M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By:   
Name: Walter Weston  
Title: SVP

**EXHIBIT A**

**Copyrights**

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

None.

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
--------------------	--	-------------------------------------

**None.**

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
CARECONNECTMD	88738622	12/24/19