

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDLY HEALTH INC.		09/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	387 Park Avenue South, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88702908	THE FUTURE OF PHARMACY	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1266362		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	09/17/2020		
Total Attachments: 5			
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OP \$40.00 88702908

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of September 17, 2020 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at 387 Park Avenue South, 2nd Floor, New York, New York 10016 ("Bank") and **MEDLY HEALTH INC.**, a Delaware corporation with its principal place of business at 104 Graham Ave, Brooklyn, New York 11206 ("Grantor").

Recitals

A. Grantor, MEDLY PHARMACY INC., MARG PHARMACY INC., MEDLY PHARMACY PA INC. and Bank have previously entered into that certain Loan and Security Agreement dated as of November 1, 2019 (as amended, modified, restated, replaced, or supplemented from time to time, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of November 1, 2019 (as amended, modified, restated, replaced, and/or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank are, concurrently herewith, adding MEDLY ATLANTA INC., MEDLY BALTIMORE INC., MEDLY CHICAGO INC., MEDLY DALLAS INC., MEDLY ENTERPRISE LLC, MEDLY MIAMI INC., MEDLY RALEIGH INC., TANGO340B LLC, MEDLY UCHC PHARMACY INC., MEDLY UTAH INC., MEDLY ORLANDO INC., MEDLY BEDFORD AVE PHARMACY INC., MEDLY BRONX INC., and MEDLY JERSEY CITY INC. as borrowers to the Loan Agreement pursuant to that certain Joinder and First Loan Modification Agreement dated as of even date herewith.

D. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following text, appearing in Recital A thereof:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, MEDLY PHARMACY INC., MARG PHARMACY INC., and MEDLY PHARMACY PA INC. (each such party, including Grantor, jointly and severally, individually and collectively, "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Obligor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement)."

and inserting in lieu thereof the following:

"Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties (each such party, including Grantor, is hereinafter referred to, jointly and severally, individually and collectively, "Obligor") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Obligor dated as of the date hereof (as the same may be

amended, modified, restated or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).”

2. Exhibit C to the IP Security Agreement is hereby supplemented, but not replaced, by adding thereto (in addition to all items already listed thereon) the property set forth on Schedule C-1 attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Except as expressly provided herein, the IP Security Agreement shall remain in full force and effect following the date hereof, and the IP Security Agreement shall be read and construed as if the terms of this Amendment were included therein by way of addition, deletion or substitution, as the case may be. Grantor acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

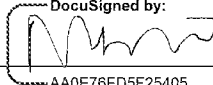
C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the first date written above.

GRANTOR:

MEDLY HEALTH INC.

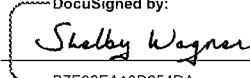
By:  AA0E76FD5F25405...

Name: Marg Patel

Title: CEO

BANK:

SILICON VALLEY BANK

By:  B7E38EA10D254DA...

Name: Shelby Wagner

Title: Vice President

Exhibit C-1

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Future of Pharmacy	Serial#88702908	11/22/2019

ny-1910024