

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600945

<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>
CATAPULT HEALTH, LLC		09/28/2020	Limited Liability Company: TEXAS
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90094887	VIRTUALCHECKUP	
<b>Serial Number:</b>	88891768	VIRTUALCHECKUP	
<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>	036703-1714		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	10/02/2020		
<b>Total Attachments: 6</b>			
source=A&R IPSA (Catapult Health) (09.28.20)#page1.tif			

CH \$65.00 90094887

source=A&R IPSA (Catapult Health) (09.28.20)#page2.tif  
source=A&R IPSA (Catapult Health) (09.28.20)#page3.tif  
source=A&R IPSA (Catapult Health) (09.28.20)#page4.tif  
source=A&R IPSA (Catapult Health) (09.28.20)#page5.tif  
source=A&R IPSA (Catapult Health) (09.28.20)#page6.tif

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 28, 2020, by and between **COMERICA BANK** (“**Bank**”) and **CATAPULT HEALTH, LLC**, a Texas limited liability company (“**Grantor**”) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of April 28, 2015, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

### RECITALS

**A.** Grantor and Bank are parties to that certain Loan and Security Agreement dated as of April 28, 2015, as amended from time to time including by that certain First Amendment to Loan and Security Agreement dated as of March 11, 2016, that certain Second Amendment to Loan and Security Agreement dated as of August 8, 2016, that certain Third Amendment to Loan and Security Agreement dated as of February 22, 2017 and that certain Fourth Amendment to Loan and Security Agreement dated on or about of January 5, 2018, and that certain Fifth Amendment to Loan and Security Agreement dated as of April 1, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank and Grantor propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (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), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall guaranty all Obligations and grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the guaranty.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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 and all other agreements now existing or hereafter arising between Grantor and Bank, 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 Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s 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.

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 Amended and Restated 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which 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.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request Grantor shall deliver such original manually executed signatures to Bank).

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound.

**GRANTOR:**

Address of Grantor:

8144 Walnut Hill Lane, Suite 1120  
Dallas, TX 75231  
Attn: David Michel

**CATAPULT HEALTH, LLC**

By:

DocuSigned by:  
*David Michel*  
-----68BF2A388A54482...

Name: David Michel  
Title: Chief Executive Officer

**BANK:**

Address of Bank:

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

**COMERICA BANK**

By:

DocuSigned by:  
*Shane Merkord*  
-----C7E55E6464084A7...

Name: Shane Merkord  
Title: Vice President

**EXHIBIT A**

**Copyrights**

<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
<b>None.</b>		

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
<b>None.</b>		

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
VIRTUALCHECKUP	90094887	08/05/20
VIRTUALCHECKUP	88891768	04/28/20