

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cano Health, LLC		11/23/2020	Limited Liability Company: FLORIDA
American Choice Healthcare, LLC		11/23/2020	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank and Joint Stock Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	90248219	CANO 360 EL CUIDADO PRIMARIO LLEGA A TI
Serial Number:	90229469	CANO 360° PRIMARY CARE COMES TO YOU
Serial Number:	90185081	AMERICA'S PRIMARY CARE
Serial Number:	90185089	AMERICA'S PRIMARY CARE
Registration Number:	6129645	CANOPANORAMA
Registration Number:	6129649	CANOPANORAMA
Registration Number:	5614751	CANO DENTAL
Registration Number:	5620408	CANODENTAL
Registration Number:	5646321	CANOHEALTH
Registration Number:	4926286	CANO HEALTH
Registration Number:	4757572	"MODERN MEDICINE. FAMILY VALUES."
Registration Number:	4938573	CANO
Registration Number:	4956569	
Registration Number:	4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILI
Registration Number:	4981784	CANO AMERICA
Serial Number:	90254049	AMERICAN CHOICE HEALTHCARE

CH \$415.00 90248219

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111002-0283-S216
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	11/23/2020
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Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 23, 2020, (this "Agreement"), by each of the undersigned (collectively, the "Grantors" and each individually, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Cano Health, LLC, a Florida limited liability company (the "Borrower"), Primary Care (ITC) Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

(A) *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. Section 1.03 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

(B) *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which such Grantor is a licensee, including those listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

(C) *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

(D) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

CANO HEALTH, LLC

By: 

Name: Steven Haft

Title: Chief Financial Officer

AMERICAN CHOICE HEALTHCARE, LLC

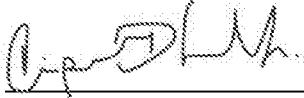
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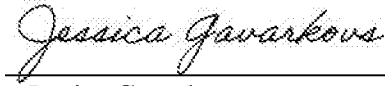
Name: Steven Haft

Title: Treasurer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Administrative Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: Jessica Gavarkovs
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]


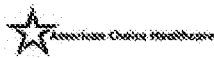
TRADEMARK
REEL: 007113 FRAME: 0657

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Applicant / Owner	Application / Registration Number	Title	Jurisdiction	Filing Date	Registration Date
Cano Health, LLC	App 90248219 / Reg Pending	CANO 360° ¡EL CUIDADO PRIMARIO LLEGA A TI! <i>Word and Design</i>	United States	October 12, 2020	N/A
Cano Health, LLC	App 90229469 / Reg Pending	CANO 360° PRIMARY CARE COMES TO YOU <i>Word and Design</i>	United States	October 1, 2020	N/A
Cano Health, LLC	App 90185081 / Reg Pending	AMERICA'S PRIMARY CARE <i>Word and Design</i>	United States	September 16, 2020	N/A
Cano Health, LLC	App 90185089 / Reg Pending	AMERICA'S PRIMARY CARE <i>Word and Design</i>	United States	September 16, 2020	N/A
Cano Health, LLC	App 88778815 / Reg 6129645	CANOPANORAMA <i>Stylized Letters</i>	United States	January 30, 2020	August 18, 2020
Cano Health, LLC	App 88778822 / Reg 6129649	CANOPANORAMA	United States	January 30, 2020	August 18, 2020
Cano Health, LLC	App 87674696 / Reg 5614751	CANO DENTAL	United States	November 7, 2017	November 27, 2018
Cano Health, LLC	App 87674716 / Reg 5620408	CANODENTAL <i>Word and Design</i>	United States	November 7, 2017	December 4, 2018
Cano Health, LLC	App 87573793 / Reg 5646321	CANOHEALTH <i>Word and Design</i>	United States	August 17, 2017	January 8, 2019
Cano Health, LLC	App 86653847 / Reg 4926286	CANO HEALTH	United States	June 5, 2015	March 29, 2016
Cano Health, LLC	App 86350133 / Reg 4757572	"MODERN MEDICINE. FAMILY VALUES."	United States	July 28, 2014	June 16, 2015
Cano Health, LLC	App 86348090 / Reg 4938573	CANO	United States	July 25, 2014	April 12, 2016
Cano Health, LLC	App 86348113 / Reg 4956569	<i>Design Only</i>	United States	July 25, 2014	May 10, 2016
Cano Health, LLC	App 86347772 / Reg 4814992	"MEDICINA DE PRIMERA. ATENCION DE FAMILIA."	United States	July 25, 2014	September 15, 2015

SCHEDULE I TO EXHIBIT L

Cano Medical Dental, Inc. ¹	App 86729503 Reg 4981784	CANO AMERICA DESIGN 	United States	August 19, 2015	June 21, 2016
American Choice Healthcare, LLC	App 90254049 Reg Pending	AMERICAN CHOICE HEALTHCARE 	United States	October 14, 2020	N/A
Cano Health, LLC	Reg T18000000001	CANO DENTAL	Florida	N/A	January 2, 2018
Cano Health, LLC	Reg T17000001449	CANOHEALTH	Florida	N/A	November 22, 2017

¹ Cano Medical Dental, Inc is a former name of Cano Health, LLC.

SCHEDULE I TO EXHIBIT L

SCHEDULE II
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE I TO EXHIBIT L

ACTIVE/105829868.4

TRADEMARK
REEL: 007113 FRAME: 0660

SCHEDULE III

COPYRIGHTS, COPYRIGHT APPLICATIONS AND EXCLUSIVE COPYRIGHT LICENSES²

Registered Owner	Type of Work	Title	Reg. No.	Reg. Date
Cano Medical Dental, Inc.	Motion Picture	Medicina Moderna : 3, EL PRIMER RETO.	PA 001950891	June 29, 2015
Cano Medical Dental, Inc.	Motion Picture	Medicina Moderna : 2, Los 12 finalistas	PA 001955507	May 05, 2015
Cano Medical Dental, Inc.	Motion Picture	MEDICINA MODERNA, El Reality.	PA 001955512	April 30, 2015
Cano Medical Dental, Inc.	Dramatic Work and Music; or Choreography	MEDICINA MODERNA.	Pau003751433	December 27, 2014

² Cano Medical Dental, Inc is a former name of Cano Health, LLC.

EXHIBIT A

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by each of the undersigned (collectively, the “Grantors” and each individually, a “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of November 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Cano Health, LLC, a Florida limited liability company (the “Borrower”), Primary Care (ITC) Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of November 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Intellectual Property Security Agreement, dated as of November 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

(A) *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement. Section 1.03 of the Credit Agreement shall apply to this IP Security Agreement Supplement mutatis mutandis.

(B) *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. the (i) Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses under which such Grantor is a licensee, including those listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

(C) *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

(D) *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

GRANTORS:

CANO HEALTH, LLC

By: _____

Name: Steven Haft

Title: Chief Financial Office

AMERICAN CHOICE HEALTHCARE, LLC

By: _____

Name: Steven Haft

Title: Chief Financial Office

[Signature Page to Intellectual Property Security Agreement Supplement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

SCHEDULE I TO EXHIBIT A TO EXHIBIT I

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

SCHEDULE II TO EXHIBIT A TO EXHIBIT I

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

EXCLUSIVE COPYRIGHT LICENSES

LICENSOR	LICENSEE	TITLE	REGISTRATION NUMBER	EXPIRATION DATE