

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUE HEALTH INC.		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, as collateral and administrative agent		
Street Address:	9378 Wilshire Blvd., Suite 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	state bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5555970	CUE	
Registration Number:	5551029	CUE	
Registration Number:	5551028		
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	55068.00.0002		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	04/09/2021		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is entered into as of February 5, 2021, by and between **CUE HEALTH INC.**, a Delaware corporation (“**Borrower**”) and **EAST WEST BANK**, as collateral and administrative agent for Lenders (in such capacity, “**Agent**”).

RECITALS

WHEREAS, Borrower has entered into a Loan and Security Agreement dated as of February 5, 2021 (such agreement, as amended, restated, supplemented, modified or otherwise changed from time to time, including any replacement agreement therefor, being hereinafter referred to as the “**Loan Agreement**”) with the financial institutions from time to time party thereto (the “**Lenders**”) and Agent providing for extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Borrower has granted to Agent (for the benefit of the Lenders) a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and to secure prompt performance by each Loan Party of each of its covenants and duties under the Loan Documents; and

WHEREAS, as a condition to the obligation of Lenders to make the initial Credit Extension, Borrower has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities to perfect and maintain the perfection and priority of Agent’s security interest in the Intellectual Property Collateral.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Capitalized terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

Section 2. Grant of Security. Borrower grants to Agent (for the benefit of the Lenders) a continuing security interest in, all of its right, title and interest in and to the following (the “**Intellectual Property Collateral**”):

- (a) copyrights, trademarks and patents, including, but not limited to, those set forth on Schedule I hereto;
- (b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) all licenses or other rights to use any of the copyrights, trademarks and patents, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) all amendments, renewals and extensions of any of the copyrights, trademarks and patents; and

(g) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

except to the extent (i) any such property is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer remains in place and is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the Code) provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, (iii) any such property constitutes the equity interests of a controlled foreign corporation (as defined in the IRC), in excess of such amount of the voting power of all classes of equity interests of such controlled foreign corporations entitled to vote as would result in materially adverse tax consequences to the Loan Parties if such amount was included as Collateral hereunder, (iv) is an intent-to-use trademark, or (v) any such property is an asset as to which the costs of creating or perfecting a security interest or pledge exceeds the benefit to Agent and Lenders to be obtained therefrom, as determined by Agent from time to time; provided that in no case shall the definition of "Collateral" exclude any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

Section 3. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by Borrower under this Agreement and the Loan Agreement secures the prompt payment of all Obligations and the prompt performance by each Loan Party of each of its covenants and duties under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement and the Loan Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by any Loan Party to Agent or any Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Borrower.

Section 4. Representations and Warranties.

(a) Borrower makes each representation and warranty set forth in Section 5 (*Representations and Warranties*) of the Loan Agreement.

(b) Borrower further represents and warrants as follows:

(i) As of the date hereof, Schedule I hereto provides a complete and correct list of all intellectual property registrations and applications owned by any Loan Party and registered in the United States, including the registration or applicable number for each such item of intellectual property.

(ii) To the knowledge of Borrower, (i) no Loan Party has infringed on any intellectual property rights of any third party and (ii) none of the Intellectual Property Collateral infringes on any intellectual property rights of any third party, except, in each case, where such infringement could not reasonably be expected to have a Material Adverse Effect.

(iii) To the knowledge of Borrower, all registered copyrights, registered trademarks, and issued patents that are owned by each Loan Party and necessary in the conduct of its business are valid, subsisting and enforceable and in compliance with all laws, rules, regulations, and orders of any Governmental Authority applicable thereto, except for such instances of non-compliance which could not reasonably be expected to have a Material Adverse Effect.

(iv) The Loan Parties are and will be at all times the sole and exclusive owners of, or otherwise have and will have adequate rights in, the Intellectual Property Collateral free and clear of any Lien except for the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral is on file in any recording or filing office except such as may have been filed to perfect or protect any Permitted Lien.

(v) The exercise by Agent of any of its rights and remedies hereunder will not contravene any contractual restriction binding on or otherwise affecting any Loan Party or any of its properties and will not result in, or require the creation of, any Lien upon or with respect to any of its properties (other than as set forth in this Agreement).

(vi) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for (i) the due execution, delivery and performance by Borrower of this Agreement, (ii) the grant by Borrower of the security interest purported to be created hereby in the Intellectual Property Collateral or (iii) the exercise by Agent of any of its rights and remedies hereunder, except, in the case of this clause (iii), as may be required under the UCC. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person, is required for the perfection of the security interest purported to be created hereby in the Intellectual Property Collateral, except for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing

statements described in Section 4.2 (*Perfection of Security Interest*) of the Loan Agreement (the “**Perfection Requirement**”).

(vii) This Agreement creates a legal, valid and enforceable security interest in favor of Agent (for the benefit of the Lenders) in the Intellectual Property Collateral, as security for the Obligations. The compliance with the Perfection Requirement will result in the perfection of such security interests. Subject to satisfaction of the Perfection Requirement, such security interests are, or in the case of Intellectual Property Collateral in which Borrower obtains rights after the date hereof, will be, perfected, first priority security interests, subject in priority only to the Permitted Liens that, pursuant to the definition of the term “Permitted Liens,” are not prohibited from being prior to the Liens in favor of Agent (for the benefit of the Lenders).

Section 5. Recordation. Borrower authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

Section 6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Borrower acknowledges and confirms that the grant of the security interests hereunder to, and the rights and remedies of, Agent with respect to the Collateral, including the Intellectual Property Collateral, are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

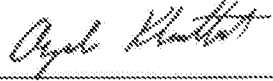
Section 7. Governing Law. California law governs this Agreement without regard to principles of conflicts of law.

Section 8. Loan Document. In addition to and without limitation of any of the foregoing, this Agreement shall be deemed to be a Loan Document and shall otherwise be subject to all of terms and conditions contained in Sections 11 (*Choice of Law and Venue; Jury Trial Waiver; Judicial Reference*) and 12 (*General Provisions*) of the Loan Agreement, *mutatis mutandis*.

[Remainder of page intentionally left blank]

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

CUE HEALTH INC., as Borrower

By: 
Name: Ayub Khattak
Title: President, Chief Executive Officer,
Secretary and Treasurer

EAST WEST BANK, as Agent

By: _____
Name: Maytal Shainberg
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

VP#41926319


TRADEMARK
REEL: 007251 FRAME: 0383

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

CUE HEALTH INC., as Borrower

By: _____
Name: Ayub Khattak
Title: President, Chief Executive Officer,
Secretary and Treasurer

EAST WEST BANK, as Agent

By: 
Name: Maytal Shainberg
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

VP/#41526319

TRADEMARK
REEL: 007251 FRAME: 0384

SCHEDULE I

INTELLECTUAL PROPERTY COLLATERAL

[See attached]

INTELLECTUAL PROPERTY SCHEDULE

PATENTS

The Company owns the following patents and patent applications:

Country	Title	Application No. / Publication No.	Patent No.	Filing Date / Grant Date
U.S. Provisional (Utility)	SYSTEM FOR PORTABLE AND EASY-TO-USE DETECTION OF ANALYTES WITH MOBILE COMPUTING DEVICE	61/776,254		3/11/2013
U.S. Nonprovisional (Utility)	SYSTEM FOR PORTABLE AND EASY-TO-USE DETECTION OF ANALYTES WITH MOBILE COMPUTING DEVICE	14/205,146 / US 2014/0336083	US 9,789,483	3/11/2014 / 10/17/2017
U.S. Nonprovisional (Utility)	SYSTEM FOR PORTABLE AND EASY-TO-USE DETECTION OF ANALYTES WITH MOBILE COMPUTING DEVICE	15/785,394 / US 2018/0147575	US 10,589,267	10/16/2017 / 3/17/2020
U.S. Nonprovisional (Utility)	SYSTEM FOR PORTABLE AND EASY-TO-USE DETECTION OF ANALYTES WITH MOBILE COMPUTING DEVICE	16/777,344 / US 2020/0164373		01/30/2020
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/479,158		9/5/2014
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/543,842 / US 2015/0068894	US 9,052,275	11/17/2014 / 6/9/2015
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/479,149 / US 2015/0064693	US 9,034,168	9/5/2014 / 5/19/2015
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/599,365 / US 2015/0133337	US 9,086,417	1/16/2015 / 7/21/2015
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/599,369 / US 2015/0129049	US 9,360,491	1/16/2015 / 6/7/2016
U.S. Nonprovisional (Utility)	SYSTEM AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/599,372 / US 2015/0140646	US 9,207,244	1/16/2015 / 12/8/2015
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/599,375 / US 2015/0136599	US 9,207,245	1/16/2015 / 12/8/2015
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	14/954,817 / US 2016/0091518	US 9,522,397	11/30/2015 / 12/20/2016

Country	Title	Application No. / Publication No.	Patent No.	Filing Date / Grant Date
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	15/172,077 / US 2016/0279635	US 9,636,676	6/2/2016 / 5/2/2017
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	15/368,249 / US 2017/0080421	US 10,195,606	12/2/2016 / 2/5/2019
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	15/492,931 / US 2017/0216842		4/20/2017
U.S. Nonprovisional (Design)	AUTOMATED ANALYZER TEST CARTRIDGE AND SAMPLE COLLECTION DEVICE FOR ANALYTE DETECTION	29/490,660	US D745,423	5/12/2014 / 12/15/2015
U.S. (Design)	CARTRIDGE OF AN ANALYTE DETECTION SYSTEM	29/545,014	US D774,407	11/9/2015 / 12/20/2016
U.S. (Design)	READER OF AN ANALYTE DETECTION SYSTEM	29/574,538	US D789,815	8/16/2016 / 6/20/2017
U.S. (Design)	ANALYTE DETECTION SYSTEM	29/584,715	US D820,130	11/16/2016 / 6/12/2018
U.S. (Design)	ANALYTE DETECTION SYSTEM	29/647,395	US D869,311	5/11/2018 / 12/10/2019
U.S. (Design)	ANALYTE DETECTION SYSTEM	29/710,660	US D891,959	10/24/2019 / 8/4/2020
U.S. (Design)	READER DEVICE FOR AN ANALYTE DETECTION SYSTEM	29/741,308		7/10/2020
U.S. Provisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	62/049,313		9/11/2014
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR DETECTION AND QUANTIFICATION OF ANALYTES	15/456,326 / US 2017/0248622	US 10,545,161	3/10/2017 / 1/28/2020
U.S. Provisional (Utility)	SYSTEMS AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	62/194,101		7/17/2015
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	15/336,487 / US 2017/0045507	US 9,718,058	10/27/2016 / 8/1/2017

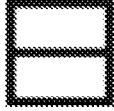
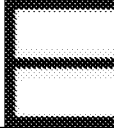
Country	Title	Application No. / Publication No.	Patent No.	Filing Date / Grant Date
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR FACILITATING FLUID FLOW DURING ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	15/336,502 / US 2017/0043334		10/27/2016
U.S. Nonprovisional (Utility)	CARTRIDGES, COLLECTORS, KITS, AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES IN COLLECTED FLUID SAMPLES	15/336,712 / US 2017/0043335	US 9,808,804	10/27/2016 / 11/7/2017
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	15/336,715 / US 2017/0043342	US 9,724,691	10/27/2016 / 8/8/2017
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR ENHANCED MIXING FOR DETECTION AND QUANTIFICATION OF ANALYTES	15/336,735 / US 2017/0043336	US 9,623,409	10/27/2016 / 4/18/2017
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	15/336,739 / US 2017/0045508	US 9,999,889	10/27/2016 / 6/19/2018
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR AMPLIFICATION AND DETECTION OF ANALYTES	15/487,956 / US 2017/0266657	US 9,962,703	4/14/2017 / 5/8/2018
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	15/664,904 / US 2018/0104682		7/31/2017
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR AMPLIFICATION AND DETECTION OF ANALYTES	15/945,646 / US 2018/0229231	US 10,272,434	4/4/2018 / 4/30/2019
U.S. Nonprovisional (Utility)	CARTRIDGES, KITS, AND METHODS FOR AMPLICICATION AND DETECTION OF ANALYTES	US 16/395,133 / 2019/0314810	10,603,664	4/25/2019 / 3/31/2020
U.S. Nonprovisional (Design)	SAMPLE COLLECTION DEVICE OF AN ANALYTE DETECTION SYSTEM	29/584,030	US D821,602	11/10/2016 / 6/26/2018
U.S. Nonprovisional (Design)	SAMPLE COLLECTION DEVICE OF AN ANALYTE DETECTION SYSTEM	29/648,269	US D909,600	5/18/2018 / 2/2/2021
U.S. Nonprovisional (Design)	SAMPLE COLLECTION DEVICE OF AN ANALYTE DETECTION SYSTEM	29/762,031		12/14/2020

Country	Title	Application No. / Publication No.	Patent No.	Filing Date / Grant Date
U.S. Nonprovisional (Design)	SAMPLE COLLECTION DEVICE OF AN ANALYTE DETECTION SYSTEM	29/591,165	US D825,772	1/17/2017 / 8/14/2018
U.S. Provisional (Utility)	SYSTEMS AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	62/450,518		1/25/2017
U.S. Nonprovisional (Utility)	SYSTEMS AND METHODS FOR ENHANCED DETECTION AND QUANTIFICATION OF ANALYTES	16/480,677 / 2020/0408750		7/25/2019

INTELLECTUAL PROPERTY SCHEDULE (CONT.)

TRADEMARK APPLICATIONS AND REGISTRATIONS

The Company owns the following trademark applications and registrations:

Title	Application Number	Country	Application Date	Registration Number	Registration Date
CUE	86/268,161	United States	April 30, 2014	5555970	9/4/2018
 CUE	86/268,167	United States	4/30/2014	5551029	8/28/2018
	86/268,165	United States	April 30, 2014	5551028	8/28/2018