

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lighthouse Medical Communications US LLC		06/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS TRUST CORPORATION LIMITED		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JU		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5644318	LIGHTHOUSE MEDICAL COMMUNICATIONS US	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415 268 7810		
Email:	hcheng@mofo.com		
Correspondent Name:	Muzamil A. Huq		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	18698-16		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	06/08/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 6, 2021, is made by and between **LIGHTHOUSE MEDICAL COMMUNICATIONS US LLC** Delaware corporation (the "Grantor"), and **GLAS TRUST CORPORATION LIMITED** (the "Assignee"), as Security Agent, pursuant to (i) that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified or extended from time to time, the "Security Agreement"), among the Assignee, the Grantor and certain other parties, and (ii) that certain Senior Term and Revolving Facilities Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified or extended from time to time, the "Facilities Agreement"), among the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Facilities Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered or applied for Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 18 of the Security Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

This Agreement is an "Intellectual Property Security Agreement" under the Security Agreement.

5. Counterparts

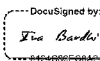
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery by any Company of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

GLAS TRUST CORPORATION LIMITED

By:  _____
Name: Iva Bardhi
Title: Senior Legal Transaction Manager

Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 007320 FRAME: 0819

GRANTOR:

LIGHTHOUSE MEDICAL COMMUNICATIONS US LLC

By its Sole Member:

LUCID GROUP COMMUNICATIONS INC.

By: DocuSigned by: Toby Matthew Skelton
Name: ES4439FAD0684BA Toby Matthew Skelton
Title: Director

Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 007320 FRAME: 0820

SCHEDULE A – Trademarks

Registered Trademarks and Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Mark</u>
Lighthouse Medical Communications US LLC	US	87424197	5644318	4/25/2017	1/1/2019	LIGHTHOUSE MEDICAL COMMUNICATIONS US

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