

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM656237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Five Points Mezzanine Fund III, LP		06/21/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AP MA Funding LLC		
<b>Street Address:</b>	4445 Willard Avenue, Suite 1100		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5268987	SIGNATUREMD	
<b>Registration Number:</b>	4823209	MD	
<b>Registration Number:</b>	4823208	SMD	
<b>Registration Number:</b>	4795961	THINK HEALTHY LIVE SMART	
<b>Registration Number:</b>	4714629		
<b>Registration Number:</b>	4326555	SIGNATURE MD	
<b>Registration Number:</b>	4326521	SIGNATUREMD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/27/2021		

OP \$190.00 5268987

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This Intellectual Property Security Interest Assignment Agreement (this “**Assignment**”), is made as of June 21, 2021, by and between FIVE POINTS MEZZANINE FUND III, L.P., as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “**Administrative Agent**”) and AP MA FUNDING LLC, as the collateral agent and payment agent under the Credit Agreement (in its capacity as collateral agent, together with its successors and permitted assigns, the “**Collateral Agent**”). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement (as defined below), Security Agreement (as defined below), Trademark Notice (as defined below), or Third Amendment (as defined below) as the context requires.

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of April 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the SIGNATURE MD, INC., a California corporation (the “**Borrower**”), CONCIERGE HEALTH ACQUISITION INC, a Delaware corporation (“**Holdings**”), the other Persons party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent, (ii) the Security and Pledge Agreement dated as of dated as of April 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, the other Obligors party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent, and (iii) the other Loan Documents, including that certain Notice of Grant of Security Interest in Trademarks by the Borrower in favor of the Administrative Agent recorded at the United States Patent and Trademark Office on April 2, 2019 at Reel 6606 Frame 0240 (the “**Trademark Notice**”), the Borrower granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, Liens including a continuing security interest in any and all right, title and interest of Borrower in and to all Trademarks, including the trademark registrations set forth on Schedule A hereto (the “**Trademark Collateral**”); and

WHEREAS, pursuant to that certain Third Amendment to Credit Agreement, dated as of the same date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Third Amendment**”), among the Administrative Agent and the Collateral Agent and the other parties thereto, the Collateral Agent is being appointed and accepting appointment as, the Collateral Agent and Payment Agent under the Credit Agreement, Security Agreement, and the other Loan Documents, including the Trademark Notice.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the parties hereto hereby acknowledge and agree as follows:

1. Appointment of Collateral Agent. Pursuant to the terms and conditions set forth in the Third Amendment, the Collateral Agent assumed and accepted certain sub-agent rights, remedies, duties and other obligations of the Administrative Agent under the Credit Agreement and the other Loan Documents, including all Liens pertaining to or arising from the Loan Documents, including in and to the Trademark Collateral, including the Trademark Collateral set forth on Schedule A hereto, as set forth in the Trademark Notice, in each case as more fully set forth in the Third Amendment. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the Liens in and to the Collateral granted to the Administrative Agent, including the Trademark Notice and the Trademark Collateral, including the Trademark Collateral set forth on Schedule A hereto, which Liens are now succeeded by and transferred to the Collateral Agent.

2. Incorporation. All terms set forth in the Third Amendment are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the

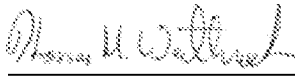
terms set forth herein are inconsistent with the terms of the Third Amendment, the terms set forth in Third Amendment shall control.

**[Signature Pages Follow.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

FIVE POINTS MEZZANINE FUND III, L.P., as  
Assignor

By: Five Points Mezzanine Advisors III, LLC,  
its general partner

By:   
Name: Thomas H. Westbrook  
Title: Manager

AP MA FUNDING LLC, as Assignee

By: \_\_\_\_\_  
Name: John Gray  
Title: Executive Vice President

c/o AP MA Funding LLC  
4445 Willard Avenue, Suite 1100  
Chevy Chase, MD 20815  
Attention: Jeff Hasmonck  
Telecopy Number: 301-232-5401  
Email:  
portfolio\_management@alliancepartners.com

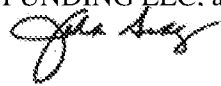
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

FIVE POINTS MEZZANINE FUND III, L.P., as  
Assignor

By: Five Points Mezzanine Advisors III, LLC,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AP MA FUNDING LLC. as Assignee

By:  \_\_\_\_\_  
Name: John Gray  
Title: Executive Vice President

c/o AP MA Funding LLC  
4445 Willard Avenue, Suite 1100  
Chevy Chase, MD 20815  
Attention: Jeff Hasmonck  
Telecopy Number: 301-232-5401  
Email:  
portfolio\_management@alliancepartners.com

**SCHEDULE A**

**U.S. Trademarks Subject to Security Interest  
Granted by Signature MD, Inc.  
In Favor of Five Points Mezzanine Fund III, L.P., as Administrative Agent  
Recorded April 2, 2019 at Reel 6606 Frame 0240**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SIGNATUREMD	5268987	08/22/17
MD and Design	4823209	09/29/15
SMD and Design	4823208	09/29/15
THINK HEALTHY LIVE SMART	4795961	08/18/15
Design Only	4714629	04/07/15
SIGNATUREMD and Design	4326555	04/30/13
SIGNATUREMD	4326521	04/30/13