

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM697416

<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>
PHYSICIAN PARTNERS, LLC		12/23/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
<b>Street Address:</b>	11 MADISON AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90867182	VBCAAS	
<b>Serial Number:</b>	90867214	VALUE-BASED CARE AS A SERVICE	
<b>Serial Number:</b>	97000121	CARE MANAGEMENT AS A SERVICE	
<b>Serial Number:</b>	97000124	CMAAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Ave., NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1556121		
<b>NAME OF SUBMITTER:</b>	Sharif Hamidi		
<b>SIGNATURE:</b>	/Sharif Hamidi/		
<b>DATE SIGNED:</b>	12/23/2021		

OP \$115.00 90867182

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of December 23, 2021, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Physician Partners, LLC, a Florida limited liability company (the “*Borrower*”) has entered into a Credit Agreement, dated as of December 23, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Better Health Midco, LLC, a Delaware limited liability company, each Lender from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of December 23, 2021 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto;

(iv) all registrations and applications for registration for any of the foregoing;

(v) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(vi) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(viii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended,

increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this IP Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

PHYSICIAN PARTNERS, LLC

By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

BETTER HEALTH MIDCO, LLC

By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

HEALTH FIRST NETWORK, INC.

By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

SELECT PHYSICIANS ASSOCIATES, LLC

By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

FIVE STAR ACO, LLC

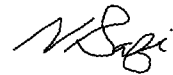
By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

BETTER HEALTH GROUP SERVICES, INC.

By:  \_\_\_\_\_  
Name: Michael Polen  
Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Nawshaer Safi  
Title: Authorized Signatory

Patents

None.



Trademarks

## a. Domain Names

Domain	Expiration Date	Registrant
hfni.com	12/6/2022	Health First Network, Inc.

## b. Trademarks

Debtor/Grantor	Trademark	Country	Filing Date	Application No.	Registration No.	Int'l Reg. No. (if applicable)	Status
Physician Partners, LLC	VBCaaS	USA	August 5, 2021	90867182	N/A	N/A	Pending
Physician Partners, LLC	value-based care as a service	USA	August 5, 2021	90867214	N/A	N/A	Pending
Physician Partners, LLC	Care Management as a Service	USA	August 28, 2021	97000121	N/A	N/A	Pending
Physician Partners, LLC	CMaaS	USA	August 28, 2021	97000124	N/A	N/A	Pending

Copyrights

None.

Agreements

None.