

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720268

<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>
PAVMED INC.		04/02/2022	Corporation: DELAWARE
VERIS HEALTH INC.		04/02/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTO OPPORTUNITY MASTER FUND, SPC - SEGREGATED MASTER PORTFOLIO B		
<b>Street Address:</b>	222 BROADWAY		
<b>Internal Address:</b>	C/O AYRTON CAPITAL LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87828080	CARPEX	
<b>Registration Number:</b>	6064726	CARPX	
<b>Serial Number:</b>	90298693	CHECK YOUR FOOD TUBE	
<b>Serial Number:</b>	90298698	CHECK YOUR FOOD TUBE	
<b>Serial Number:</b>	88489566	COLLECT+PROTECT	
<b>Registration Number:</b>	6283929	COLLECT+PROTECT	
<b>Serial Number:</b>	88602470	DEFY GRAVITY	
<b>Registration Number:</b>	5909679	ESOCHECK	
<b>Serial Number:</b>	88274813	ESOCHECK CCD	
<b>Serial Number:</b>	88274816	ESOCHECK DX	
<b>Serial Number:</b>	88090114	ESOCHEK	
<b>Registration Number:</b>	6180917	ESOGUARD	
<b>Serial Number:</b>	88361927	ESOSCREEN	
<b>Serial Number:</b>	88489556	ESOSURE	
<b>Serial Number:</b>	88489562	ESOSURE	
<b>Serial Number:</b>	90855411	FLOSURE	
<b>Serial Number:</b>	97227731	FLOVUE	

OP \$740.00 87828080

Property Type	Number	Word Mark
Serial Number:	90853251	NEXTFLO
Serial Number:	86603802	PAVILION
Serial Number:	88202918	PAVILION
Serial Number:	86603804	PAVILION MEDICAL
Serial Number:	88202925	PAVILION MEDICAL
Serial Number:	86603808	PAVMED
Serial Number:	88202914	PAVMED
Serial Number:	86603807	PAVMED
Serial Number:	88202913	PAVMED
Serial Number:	86603810	PPPP
Serial Number:	86464855	PORTIO
Serial Number:	88407273	OD

#### 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:** 12128087800  
**Email:** Trademarks@kelleydrye.com  
**Correspondent Name:** Kelley Drye & Warren LLP  
**Address Line 1:** 3 WTC, 175 Greenwich Street  
**Address Line 4:** New York, NEW YORK 10007

<b>NAME OF SUBMITTER:</b>	Wendy Clarke
<b>SIGNATURE:</b>	/Wendy Clarke/
<b>DATE SIGNED:</b>	04/11/2022

**Total Attachments: 19**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated April 4, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, PAVmed Inc., a Delaware corporation with offices located at One Grand Central Place, Suite 4600, New York, NY 10165 (the “**Company**”), and each party listed as a “Buyer” therein (collectively, the “Buyers”) are parties to that certain Securities Purchase Agreement, dated as of March 31, 2022 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Securities Purchase Agreement**”) pursuant to which the Company shall be required to sell, and the “Buyers” specified therein shall purchase or have the right to purchase, the “Notes” (as defined therein) issued pursuant thereto (as such notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated April 4, 2022, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a Lien on and 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 other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, as follows

SECTION 1. Grant of Security. As collateral security for the due and punctual payment and performance in full of the Obligations, as and when due, each Grantor hereby pledges and assigns to the Collateral Agent, its successors and permitted assigns, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Collateral Agent and the Noteholders, a continuing Lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following (the “**Collateral**”):

(i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) 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 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 under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) 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;

(v) any and all claims for damages and 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; and

(vi) any and all Proceeds, including without limitation Cash and Noncash Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the collateral of or arising from any of the foregoing.

Notwithstanding anything herein to the contrary, the term “**Collateral**” shall not include any Excluded Collateral.

SECTION 2. Security for Obligations. The grant of a Lien on and security interest in, the Collateral by each Grantor under this IP Security Agreement constitutes continuing collateral security for the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction 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.

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. Execution in Counterparts. This IP Security 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, but all of which taken together constitute one and the same Agreement.

SECTION 5. 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 Lien and 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.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision or rule of law (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of each of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

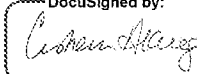
(iii) WAIVER OF JURY TRIAL, ETC. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Party irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

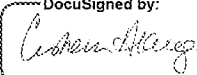
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PAVMED INC.

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Lishan Aklog, MD  
Title: Chairman and Chief Executive Officer

VERIS HEALTH INC.

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Lishan Aklog, MD  
Title: Executive Chairman

Address for Notices:

One Grand Central Place, Suite 4600  
New York, NY 10165

**Schedule A**

**Patents**

See attached.





















**Schedule B**  
**Trademarks**


See attached.

Trademark Portfolio of P.A. Med Inc.

Trademark No.	Trademark Name	Mark Name	Mark Image	Country	Registration No.	Priority No.	Priority Date	Registration Date	Registration Status	Registration Type
127261	1111111111	1111111111	1111111111	Canada	127261			2019-04-16	Registered	Wordmark
127262	1111111111	1111111111	1111111111	Canada	127262			2019-04-16	Registered	Wordmark
127263	1111111111	1111111111	1111111111	Canada	127263			2019-04-16	Registered	Wordmark
127264	1111111111	1111111111	1111111111	Canada	127264			2019-04-16	Registered	Wordmark
127265	1111111111	1111111111	1111111111	Canada	127265			2019-04-16	Registered	Wordmark
127266	1111111111	1111111111	1111111111	Canada	127266			2019-04-16	Registered	Wordmark
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127299	1111111111	1111111111	1111111111	Canada	127299			2019-04-16	Registered	Wordmark
127300	1111111111	1111111111	1111111111	Canada	127300			2019-04-16	Registered	Wordmark

\*Note that the CARPX trademark (Japan: Reg. No. 6104949) is listed in Japan's trademark office as owned by "PubMed". However, the company has confirmed this is just a translation issue.




153046-4270701	PAYROLL PAGE		Printer only	United States of America	88-002-011	2018-11-21	0.002.002	2021-02-02	Approved
153046-4270701	PAYROLL PAGE		Keywords	United States of America	88-002-011	2018-11-21	0.002.002	2021-02-02	Approved

NOT RECORDED

Trademark Portfolio of Veris Health Inc.

Prepared 3/29/2022

Reference No.	Mark Name	Mark Image	Mark Type	Country	Application No.	Filed Date	Registration No.	Registration Date	Status
ONGC-502US01			Design only	United States of America	88/407,273	4/29/2019			Abandoned

**Schedule C**

**Copyrights**

None