

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CATAPULT HEALTH, LLC		09/28/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90458876	CATAPULT HEALTH VIRTUAL PRIMARY CARE	
Serial Number:	90458842	CATAPULT HEALTH VIRTUAL PREVENTIVE CARE	
Serial Number:	90458920	CATAPULT CONNECT	
Serial Number:	90458891	PREVENTIVE CARE, ANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	036703-1714		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	04/21/2022		

CH \$115.00 90458876

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 28, 2020, by and between **COMERICA BANK** (“**Bank**”) and **CATAPULT HEALTH, LLC**, a Texas limited liability company (“**Grantor**”) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of April 28, 2015, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

A. Grantor and Bank are parties to that certain Loan and Security Agreement dated as of April 28, 2015, as amended from time to time including by that certain First Amendment to Loan and Security Agreement dated as of March 11, 2016, that certain Second Amendment to Loan and Security Agreement dated as of August 8, 2016, that certain Third Amendment to Loan and Security Agreement dated as of February 22, 2017 and that certain Fourth Amendment to Loan and Security Agreement dated on or about of January 5, 2018, and that certain Fifth Amendment to Loan and Security Agreement dated as of April 1, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank and Grantor propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall guaranty all Obligations and grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the guaranty.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing

at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request Grantor shall deliver such original manually executed signatures to Bank).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound.

GRANTOR:

Address of Grantor:

8144 Walnut Hill Lane, Suite 1120
Dallas, TX 75231
Attn: David Michel

CATAPULT HEALTH, LLC

By:

DocuSigned by:
David Michel
-----68BF2A388A54482...

Name: David Michel
Title: Chief Executive Officer

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By:

DocuSigned by:
Shane Merkord
-----C7E55E6464084A7...

Name: Shane Merkord
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C to IPSA

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
VIRTUALCHECKUP	90094887	08/05/20
VIRTUALCHECKUP	88891768	04/28/20
CATAPULT HEALTH VIRTUAL PRIMARY CARE	90458876	01/11/21
CATAPULT HEALTH VIRTUAL PREVENTIVE CARE	90458842	01/11/21
CATAPULT CONNECT	90458920	01/11/21
PREVENTIVE CARE, ANYWHERE	90458891	01/11/21