

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORKIT HEALTH, INC.		05/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5240311	WORKIT HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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:	6508435780		
Email:	kceron@cooley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1130		
ATTORNEY DOCKET NUMBER:	036703.2074		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	05/13/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
[SPRINGING LIEN]

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 13, 2022, by and between COMERICA BANK, a Texas banking association (“**Bank**”), and WORKIT HEALTH, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and any other borrowers from time to time party thereto, 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor enters into this agreement with Bank.

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, and upon the IP Collateral Trigger Date, such Collateral shall automatically be deemed to include the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, effective as of the IP Collateral Trigger Date, Grantor hereby 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 but excluding intent-to-use trademarks) 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, and, as applicable, all re-issues, divisionals, 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 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. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral 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, as of the date hereof.

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.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above and acknowledges and agrees that the undersigned Borrower's electronic signature below indicates such Borrower's agreement to, and intention to be legally bound by, all of the terms and conditions of this Agreement. If Bank determines in its sole discretion that the Agreement has not been timely executed by such Borrower, then the Agreement shall be considered null and void. The undersigned Borrower hereby agrees that Bank shall not have any liability of any nature or kind to any loan party, including, but not limited to such Borrower, in connection therewith.

GRANTOR:

Address of Grantor:

3300 Washtenaw Avenue
Suite 280
Ann Arbor, MI 48104
Attn: Chief Executive Officer

WORKIT HEALTH, INC.

By: DocuSigned by:
Brian Bettendorf
481A314D16704DC...

Name: Brian Bettendorf
Title: Chief Financial Officer

BANK:

Address of Bank:

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

COMERICA BANK

By: DocuSigned by:
David Kim
2379089DF82A42E...

Name: David Kim
Title: Vice President

