

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737338

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALERT SENTRY GROUP, LLC | | 06/23/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ANKURA TRUST COMPANY, LLC | | |
| Street Address: | 140 Sherman Street | | |
| Internal Address: | Fourth Floor | | |
| City: | Fairfield | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06824 | | |
| Entity Type: | Limited Liability Company: NEW HAMPSHIRE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3083820 | ALERT SENTRY | |
| 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: | 202-776-2269 | | |
| Email: | pkarmire@cooley.com | | |
| Correspondent Name: | Perky L. Karmire | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 1299 Pennsylvania Avenue, NW, Suite 700 | | |
| Address Line 4: | Washington, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 336703-114 | | |
| NAME OF SUBMITTER: | Perky L. Karmire | | |
| SIGNATURE: | /s/ Perky L. Karmire | | |
| DATE SIGNED: | 06/27/2022 | | |
| Total Attachments: 6 | | | |
| source=03 IPSA - Vesta Healthcare (06.23.2022)#page1.tif | | | |
| source=03 IPSA - Vesta Healthcare (06.23.2022)#page2.tif | | | |

CH \$40.00 3083820

source=03 IPSA - Vesta Healthcare (06.23.2022)#page3.tif

source=03 IPSA - Vesta Healthcare (06.23.2022)#page4.tif

source=03 IPSA - Vesta Healthcare (06.23.2022)#page5.tif

source=03 IPSA - Vesta Healthcare (06.23.2022)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 23, 2022, between **ALERT SENTRY GROUP, LLC**, a Delaware limited liability company (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are parties to that certain Loan and Security Agreement dated as of March 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

207 Bedford St.
Lakeville, MA 02347
Attention: Chief Financial Officer

GRANTOR:

ALERT SENTRY GROUP, LLC
By: Caring24 Holdco, LLC, its sole member
By: Hometeam Technologies, Inc., its sole member

By Randall Klein
Name: Randall Klein
Title: Chief Executive Officer

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

207 Bedford St.
Lakeville, MA 02347
Attention: _____

GRANTOR:

ALERT SENTRY GROUP, LLC

By _____
Name:
Title:

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

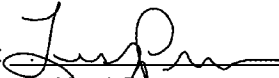
By: 
Name: Lisa J. Price
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

| Trademark / Trademark Application Description | Registration / Serial No. | Registration / Application Date |
|---|---------------------------|---------------------------------|
| ALERT SENTRY | 3083820 | 4/18/2006 |