

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM755084

<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>
ELATION HEALTH, INC.		09/12/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5949769	ELATION	
<b>Registration Number:</b>	5176098	ELATIONHEALTH	
<b>Registration Number:</b>	4470644	ELATION PASSPORT	
<b>Registration Number:</b>	4003054	ELATION EMR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	12027762046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-2063		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	09/13/2022		

CH \$115.00 5949769

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 12, 2022, by and between COMERICA BANK, a Texas Banking Association (“Bank”), ELATION 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 between Bank and Grantors dated of July 30, 2021 (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 and Grantor propose to enter into a First Amendment to Loan and Security Agreement dated of even date herewith (the “Amendment”). Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Amendment, 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 (as defined under the Loan Agreement), 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 such 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.

The parties agree that the electronic signature of a party to this Agreement and each related instrument, document and 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 each related instrument, document and agreement, and that any electronically signed document (including this Agreement and each related instrument, document and 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.]*

COPY VIEW

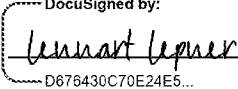
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to,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

**GRANTOR:**

Address of Grantors:

**ELATION HEALTH, INC.**

530 Divisadero St. #872  
San Francisco, CA 94117  
Attn: Kyna Fong

By:  \_\_\_\_\_  
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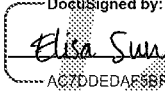
Name: Lennart Lepner  
Title: Chief Financial Officer

**BANK:**

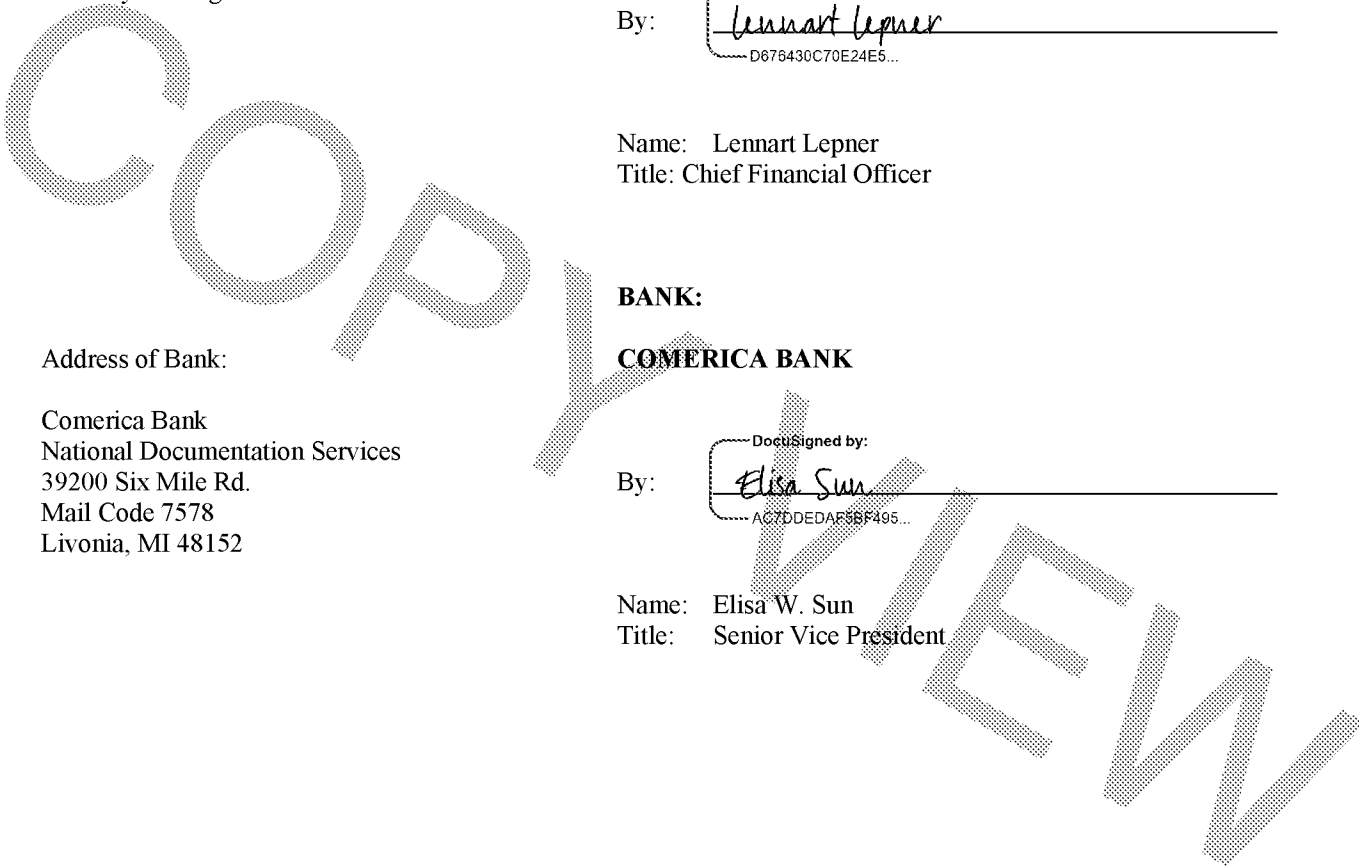
Address of Bank:

**COMERICA BANK**

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

By:  \_\_\_\_\_  
AC7DDED4F58F495...

Name: Elisa W. Sun  
Title: Senior Vice President



**EXHIBIT A**

**Copyrights**

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

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**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
None.		

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**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration or Serial Number</b>	<b>Registration or Application Date</b>
ELATION	5949769	12/31/19
ELATIONHEALTH	5176098	04/04/17
ELATION PASSPORT	4470644	01/21/14
ELATION EMR	4003054	07/26/11

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