ETAS ID: TM758624

## Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Klarus Home Care, LLC		09/30/2022	Limited Liability Company: TEXAS

TRADEMARK ASSIGNMENT COVER SHEET

#### **RECEIVING PARTY DATA**

Name:	Innovation Credit Income Fund II, L.P. c/o SVB Capital		
Street Address:	2770 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4512943	
Registration Number:	4533466	К
Registration Number:	4020021	KLARUS
Registration Number:	2998038	IT'S GOOD TO BE HOME.

#### CORRESPONDENCE DATA

Fax Number: 2063599000

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: 206-359-8000

Email: pctrademarks@perkinscoie.com **Correspondent Name:** Patrick Koncel, Perkins Coie LLP Address Line 1: 1201 Third Avenue, Suite 4900 Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	148841-0004
NAME OF SUBMITTER:	Patrick J. Koncel
SIGNATURE:	/Patrick J Koncel/
DATE SIGNED:	09/30/2022

**Total Attachments: 7** 

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Intellectual Property Security Agreement") is entered into as of September 30, 2022 by and between the Grantor listed on the signature page hereto (collectively, the "Grantor") and INNOVATION CREDIT INCOME FUND II, L.P., a Delaware limited partnership, as administrative agent and collateral agent for the Lenders (in such capacity, "Administrative Agent").

#### **RECITALS**

- A. Administrative Agent and the Lenders (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and each other Borrower (as defined below) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among JET HEALTH, INC., a Delaware corporation ("Holdings"), the subsidiaries set forth in Schedule 1 to the Credit Agreement (as defined below) as borrowers (the "Schedule 1 Entities" and together with Holdings, jointly and severally, individually and collectively, the "Borrower"), the Lenders party thereto from time to time, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.
- B. In consideration of the agreement by Administrative Agent and the Lenders to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other "Grantor" (as defined therein) have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Guarantee and Collateral Agreement").
- C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.
- D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower's and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property to the extent constituting Collateral (as defined in the Guarantee and Collateral Agreement) (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and 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 Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

For the avoidance of doubt, no Excluded Asset constitutes Collateral and no security interest is granted in any Excluded Asset pursuant to this Intellectual Property Security Agreement.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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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:

KLARUS HOME CARE, LLC, a Texas limited liability company

Name: Iim Douthitt

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

## **ADMINISTRATIVE AGENT:**

# INNOVATION CREDIT FUND II, L.P.

By: SVB Innovation Credit Partners II, LLC, a Delaware limited liability company, its General Partner

Print Name: I D

Title: Senior Managing Director

[Signature Page to Intellectual Property Agreement]

## **EXHIBIT A**

# **COPYRIGHTS**

Registered Copyrights

None.	
	Pending Copyright Applications
None.	

## **EXHIBIT B**

# **PATENTS**

**Issued Patents** 

None.

Pending Patent Applications

None.

## **EXHIBIT C**

# **TRADEMARKS**

# <u>Issued Trademarks</u>

Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	<u>Mark</u>
Klarus Home Care, LLC	USA	4512943	08-APR-2014	15-OCT-2013	Klarus Home Care, LLC	Design Only
Klarus Home Care, LLC	USA	4533466	20-MAY-2014	09-OCT-2013	Klarus Home Care, LLC	K
Klarus Home Care, LLC	USA	4020021	30-AUG-2011	13-OCT-2009	Klarus Home Care, LLC	KLARUS
Klarus Home Care, LLC	USA	2998038	20-SEP-2005	02-AUG-2004	Klarus Home Care, LLC	IT IS GOOD TO BE HOME. IT'S GOOD TO BE HOME.

Pending Trademark Applications

None.

**TRADEMARK REEL: 007866 FRAME: 0490** 

**RECORDED: 09/30/2022**