

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789536

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANO HEALTH, LLC	FORMERLY Cano Medical Dental, Inc.	02/24/2023	Limited Liability Company: FLORIDA
AMERICAN CHOICE HEALTHCARE, LLC		02/24/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6364275	CANO 360° ¡EL CUIDADO PRIMARIO LLEGA A T	
Registration Number:	6364223	CANO 360° PRIMARY CARE COMES TO YOU	
Serial Number:	90185081	AMERICA'S PRIMARY CARE	
Serial Number:	90185089	AMERICA'S PRIMARY CARE	
Registration Number:	6129645	CANOPANORAMA	
Registration Number:	6129649	CANOPANORAMA	
Registration Number:	5614751	CANO DENTAL	
Registration Number:	5620408	CANODENTAL	
Registration Number:	5646321	CANOHEALTH	
Serial Number:	97407563	AMERICAN CHOICE HEALTHCARE	
Registration Number:	6725868	AMERICAN CHOICE HEALTHCARE	
Serial Number:	97168636	HEALTHY HEART	
Serial Number:	97168634	CORAZÓN SANO	
Registration Number:	6907000		
Registration Number:	4583713	CANO HEALTH	
CORRESPONDENCE DATA			

CH \$390.00 6364275

Fax Number: 3124519089

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: 312.962.3524

Email: EFischer@proskauer.com, trademark@proskauer.com

Correspondent Name: Ellen Sheely Fischer, Proskauer Rose LLP

Address Line 1: Three First National Plaza

Address Line 2: 70 West Madison, Suite 3800

Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	87572.001
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NAME OF SUBMITTER:	Ellen Sheely Fischer
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SIGNATURE:	/Ellen Sheely Fischer/
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DATE SIGNED:	02/24/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2023, (this "Agreement"), by each of the entities signatory hereto as a "Grantor" (each, a "Grantor") in favor of JPMorgan Chase Bank, N.A. ("JPM"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of February 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Cano Health, LLC, a Florida limited liability company (the "Borrower"), Primary Care (ITC) Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Grantors from time to time party thereto and the Administrative Agent.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of February 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and JPM, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1 *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. Section 1.03 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

SECTION 2 *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3 *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

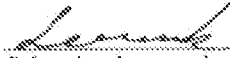
CANO HEALTH, LLC (f/k/a Cano Medical Dental, Inc.), a Florida limited liability company

DocuSigned by:
Brian Koppy
By: _____
Name: Brian Koppy
Title: Chief Financial Officer

AMERICAN CHOICE HEALTHCARE, LLC, a Florida limited liability company

DocuSigned by:
Brian Koppy
By: _____
Name: Brian Koppy
Title: Chief Financial Officer


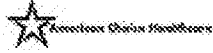
JPMorgan Chase Bank, N.A.,
as Administrative Agent






By: 
Name: Sebastian Leszczuk
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Application / Registration Number	Title	Jurisdiction	Filing Date	Registration Date
Cano Health, LLC	App 90248219 / Reg 6364275	CANO 360° 'EL CUIDADO PRIMARIO LLEGA A TI! <i>Word and Design</i>	United States	October 12, 2020	May 25, 2021
Cano Health, LLC	App 90229469 / Reg 6364223	CANO 360° PRIMARY CARE COMES TO YOU <i>Word and Design</i>	United States	October 1, 2020	May 25, 2021
Cano Health, LLC	App 90185081 / Reg Pending	AMERICA'S PRIMARY CARE <i>Word and Design</i>	United States	September 16, 2020	N/A
Cano Health, LLC	App 90185089 / Reg Pending	AMERICA'S PRIMARY CARE <i>Word and Design</i>	United States	September 16, 2020	N/A
Cano Health, LLC	App 88778815 / Reg 6129645	CANOPANORAMA <i>Stylized Letters</i>	United States	January 30, 2020	August 18, 2020
Cano Health, LLC	App 88778822 / Reg 6129649	CANOPANORAMA	United States	January 30, 2020	August 18, 2020
Cano Health, LLC	App 87674696 / Reg 5614751	CANO DENTAL	United States	November 7, 2017	November 27, 2018
Cano Health, LLC	App 87674716 / Reg 5620408	CANODENTAL <i>Word and Design</i>	United States	November 7, 2017	December 4, 2018
Cano Health, LLC	App 87573793 / Reg 5646321	CANOHEALTH <i>Word and Design</i>	United States	August 17, 2017	January 8, 2019
American Choice Healthcare, LLC	App. 97407563 / Reg Pending		United States	May 12, 2022	N/A
American Choice Healthcare, LLC	App. 90254049 / Reg 6725868	AMERICAN CHOICE HEALTHCARE 	United States	October 14, 2020	May 22, 2022
American Choice Healthcare, LLC	Reg T22000000811	AMERICAN CHOICE HEALTHCARE	Florida	N/A	June 27, 2022
Cano Health, LLC	Reg T18000000001	CANO DENTAL	Florida	N/A	January 2, 2018
Cano Health, LLC	Reg T17000001449	CANOHEALTH	Florida	N/A	November 22, 2017
Cano Health, LLC	Reg T22000000550	HP HEALTHY PARTNERS	Florida	N/A	March 21, 2022
Cano Health, LLC	Reg T21000000139	<i>Design Only</i>	Florida	N/A	February 3, 2021

Cano Health, LLC	Reg T21000000143	CANO 360 EL CUIDADO PRIMARIO LLEGA A IT!	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000137	CANO HEALTH	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000138	CANO HEALTH <i>Word and Design</i>	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000140	CANODENTAL	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000136	CANO	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000141	CANOPANORAMA	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000142	CANOPANORAMA <i>Stylized Letters</i>	Florida	N/A	February 3, 2021
Cano Health, LLC	Reg T21000000152	CANO 360 PRIMARY CARE COMES TO YOU	Florida	N/A	February 3, 2021
Cano Health, LLC	U.S. Serial No. 97090401 Florida Registration No. T21000001140		Florida United States	US application filed on October 25, 2021	US registration (registered 12/13/2022) Florida registered 11/8/21
Cano Health, LLC	U.S. Serial No. 97124639 Florida Registration No. T22000000739		Florida United States	U.S. Serial No. 97124639 Application filed on November 15, 2021	US registration (registered 12/13/2022) Florida registration (registered 5/9/22)
Cano Health, LLC	App. 97168636 / Reg. Pending	 Healthy Heart	United States	December 13, 2021	N/A
Cano Health, LLC	App. 97168634 / Reg. Pending	 Corazón Sano	United States	December 13, 2021	N/A
Cano Health, LLC	App. 97168633 / Reg. 6907000	 <i>Design only</i>	United States	December 13, 2021	November 22, 2022
Cano Health, LLC	App. 86145821 / Reg. 4583713	CANO HEALTH	United States	Dec. 17, 2013	Aug. 12, 2014

TRADEMARK