

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796395

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900743088

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITAL RX, INC.		01/09/2023	Corporation: DELAWARE
CAPITAL RX I, LLC		01/09/2023	Limited Liability Company: DELAWARE
CAPITAL RX HOLDINGS LLC		01/09/2023	Limited Liability Company: DELAWARE
CAPITAL EQUILIBRIUM, LLC		01/09/2023	Limited Liability Company: DELAWARE
CAPITALRX IPA, LLC		01/09/2023	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6557095	CAPITAL RX
Registration Number:	6382436	CLEARINGHOUSE MODEL
Registration Number:	6855186	JUDI
Serial Number:	97344844	TRANSPARENT PMPM

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1880369 TM

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 03/22/2023

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of January 9, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and CAPITAL RX, INC., a Delaware corporation, and the other Loan Parties (as defined in the Credit Agreement defined below) (each a “Grantor” and collectively, the “Grantors”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of February 24, 2022, by and between Lender and the Grantors.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Amended and Restated Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of each Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Lender a security interest in all of such 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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.

Address:

Capital Rx, Inc.
228 Park Avenue South, Suite 87234
New York, NY 10003
Attention: Ari Fischel
Email: arifischel@cap-rx.com

Capital Rx I, Inc.
228 Park Avenue South, Suite 87234
New York, NY 10003
Attention: Ari Fischel
Email: arifischel@cap-rx.com

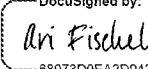
Capital Rx Holdings, Inc.
228 Park Avenue South, Suite 87234
New York, NY 10003
Attention: Ari Fischel
Email: arifischel@cap-rx.com

Capital Equilibrium, Inc.
228 Park Avenue South, Suite 87234
New York, NY 10003
Attention: Ari Fischel
Email: arifischel@cap-rx.com

CapitalRx IPA, LLC
228 Park Avenue South, Suite 87234
New York, NY 10003
Attention: Ari Fischel
Email: arifischel@cap-rx.com

GRANTORS:

CAPITAL RX, INC.

DocuSigned by:
By:  Ari Fischel
88073D0EA2D9421

Name: Ari Fischel

Title: Chief Financial Officer

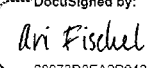
CAPITAL RX I, LLC

DocuSigned by:
By:  Ari Fischel
88073D0EA2D9421

Name: Ari Fischel

Title: Chief Financial Officer

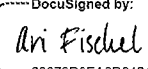
CAPITAL RX HOLDINGS LLC

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By:  Ari Fischel
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Name: Ari Fischel

Title: Chief Financial Officer

CAPITAL EQUILIBRIUM, LLC

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Name: Ari Fischel

Title: Chief Financial Officer

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Title: Chief Financial Officer

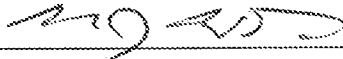
{Signature Page to Amended and Restated Intellectual Property Security Agreement}

Address:

JPMorgan Chase Bank, N.A.
10 South Dearborn Street
Chicago, IL 60603
Attention: Nick Watts
Email: nicholas.j.watts@jpmorgan.com

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Nicholas J. Watts

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Patent Application for "Computing Technologies for Data Organization"	63/295,717	12/31/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
Trademark Registration for "CAPITAL RX"	6,557,095 (Supplemental Register) 88/909,520	11/09/2021 05/11/2020
Trademark Registration for "CLEARINGHOUSE MODEL"	6,382,436 (Supplemental Register) 88/722,652	06/08/2021 12/11/2019
Trademark Registration for "JUDI"	6,855,186 (Supplemental Register) 90/528,834	09/27/2022 02/15/2021
Trademark Registration for "TRANSPARENT PMPM"	97/344,844	04/04/2022

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