

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISPATCHHEALTH HOLDINGS, INC.		06/30/2023	Corporation: DELAWARE
DISPATCHHEALTH MANAGEMENT, LLC		06/30/2023	Limited Liability Company: DELAWARE
DISPATCHHEALTH INTERMEDIATE HOLDINGS, LLC		06/30/2023	Limited Liability Company: DELAWARE
TRUE NORTH HEALTH NAVIGATION LLC		06/30/2023	Limited Liability Company: COLORADO
DISPATCHHEALTH ADVANCED CARE, LLC		06/30/2023	Limited Liability Company: COLORADO
DISPATCHHEALTH - AGENCY, LLC		06/30/2023	Limited Liability Company: COLORADO
BERGER AND BURROW ENTERPRISES, INC.		06/30/2023	Corporation: VIRGINIA
PROFESSIONAL PORTABLE RADIOLOGIC SERVICES, INC.		06/30/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 Sherman Street, 4th Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5351076		
Registration Number:	5351077		
Registration Number:	5350995	DISPATCHHEALTH	
Registration Number:	6183996	DISPATCH HEALTH	
Registration Number:	6660924	HOME IS WHERE YOUR HEALTH IS	
Registration Number:	6727233	DISPATCHHEALTH HOME IS WHERE YOUR HEALTH	
		TRADEMARK	

OP \$240.00 5351076

Property Type	Number	Word Mark
Serial Number:	97773597	DISPATCHHEALTH IMAGING
Registration Number:	4665718	DYNAMIC MOBILE IMAGING "X-RAY IN MOTION"
Registration Number:	4543114	DYNAMIC MOBILE IMAGING

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2042736 TM
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	06/30/2023

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 30, 2023, by and among (a) **ANKURA TRUST COMPANY, LLC**, as collateral trustee for the Lenders (in such capacity, “Collateral Trustee”), and (b) (i) **DISPATCHHEALTH HOLDINGS, INC.**, a Delaware corporation, (ii) **DISPATCHHEALTH MANAGEMENT, LLC**, a Delaware limited liability company, (iii) **DISPATCHHEALTH INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company, (iv) **TRUE NORTH HEALTH NAVIGATION LLC**, a Colorado limited liability company, (v) **DISPATCHHEALTH ADVANCED CARE, LLC**, a Colorado limited liability company, (vi) **DISPATCHHEALTH - AGENCY, LLC**, a Colorado limited liability company, (vii) **BERGER AND BURROW ENTERPRISES, INC.**, a Virginia corporation, and (viii) **PROFESSIONAL PORTABLE RADIOLOGIC SERVICES, INC.**, a Minnesota corporation (each and together, jointly and severally, “Grantor”).

RECITALS

A. **K2 HEALTHVENTURES LLC**, a Delaware limited liability company, and the other lenders from time to time party thereto (collectively, the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders, Collateral Trustee, K2 HealthVentures LLC, as administrative agent for the Lenders (in such capacity, the “Agent”) and Grantor dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Trustee, for the ratable benefit of the Secured Parties, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in all of 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 of 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 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Trustee.

3. Authorization. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 Loan Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Trustee with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand 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.

GRANTOR:

Address:

DISPATCHHEALTH HOLDINGS, INC.

DispatchHealth Holdings, Inc.

Attn: Mark Prather, M.D.
3825 N. Lafayette Street
Denver, CO 80205-3339

By: Mark Prather, M.D.
Name: Mark Prather, M.D.
Title: President and CEO

Address:

DISPATCHHEALTH MANAGEMENT, LLC

DispatchHealth Management, LLC
Attn: Bruce A. Johnson
3825 N. Lafayette Street
Denver, CO 80205-3339

By: Bruce A. Johnson
Name: Bruce A. Johnson
Title: Vice President & Secretary

Address:

DISPATCHHEALTH INTERMEDIATE HOLDINGS, LLC

DispatchHealth Intermediate Holdings, LLC
Attn: Mark Prather, M.D.
3825 N. Lafayette Street
Denver, CO 80205-3339

By: Mark Prather, M.D.
Name: Mark Prather, M.D.
Title: Manager

Address:

TRUE NORTH HEALTH NAVIGATION LLC

True North Health Navigation LLC
Attn: Bruce A. Johnson
3825 N. Lafayette Street
Denver, CO 80205-3339

By: Bruce A. Johnson
Name: Bruce A. Johnson
Title: Vice President & Secretary

Address:

DispatchHealth Advanced Care, LLC
Attn: Mark Prather, M.D.
3825 N. Lafayette Street
Denver, CO 80205-3339

**DISPATCHHEALTH ADVANCED CARE,
LLC**

By: Mark Prather, M.D.
Name: Mark Prather, M.D.
Title: Manager, President, Treasurer &
Secretary

Address:

DispatchHealth - Agency, LLC
Attn: Mark Prather, M.D.
3825 N. Lafayette Street
Denver, CO 80205-3339

DISPATCHHEALTH - AGENCY, LLC

By: Mark Prather, M.D.
Name: Mark Prather, M.D.
Title: Manager

Address:

Berger And Burrow Enterprises, Inc.
Attn: Bruce A. Johnson
3825 N. Lafayette Street
Denver, CO 80205-3339

**BERGER AND BURROW ENTERPRISES,
INC.**

By: Bruce A. Johnson
Name: Bruce A. Johnson
Title: Vice President & Secretary

Address:

Professional Portable Radiologic Services, Inc.
Attn: Bruce A. Johnson
3825 N. Lafayette Street
Denver, CO 80205-3339

**PROFESSIONAL PORTABLE
RADIOLOGIC SERVICES, INC.**

By: Bruce A. Johnson
Name: Bruce A. Johnson
Title: Vice President & Secretary

[Signatures continued on next page]

COLLATERAL TRUSTEE:

Address:

ANKURA TRUST COMPANY, LLC, as
Collateral Trustee

Ankura Trust Company, LLC
140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attn: Beth Micena
Email: Beth.Micena@ankura.com

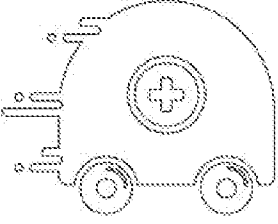
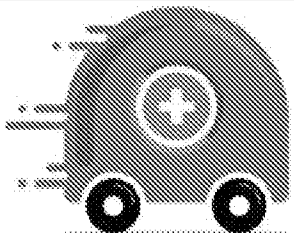
By: Beth Micena
Name: Beth Micena
Title: Managing Director

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 008119 FRAME: 0375

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DispatchHealth Management, LLC		5351076	Registered December 05, 2017.
DispatchHealth Management, LLC		5351077	Registered December 05, 2017.
DispatchHealth Management, LLC	DISPATCHHEALTH	5350995	Registered December 05, 2017.
DispatchHealth Management, LLC	DISPATCH HEALTH	6183996	Registered on October 27, 2020.
DispatchHealth Management, LLC	HOME IS WHERE YOUR HEALTH IS	6660924	Registered March 1, 2022
DispatchHealth Management, LLC	DISPATCH HEALTH HOME IS WHERE YOUR HEALTH IS	6727233	Registered May 24, 2022
DispatchHealth Management, LLC	DISPATCHHEALTH IMAGING	97773597	Application January 30, 2023
Berger and Burrow Enterprises, Inc.	DYNAMIC MOBILE IMAGING "X-RAY IN MOTION"	4665718	Registered January 6, 2015
Berger and Burrow Enterprises, Inc.	DYNAMIC MOBILE IMAGING	4543114	Registered June 3, 2014

