

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOMI HEALTH, INC.		07/21/2023	Corporation: DELAWARE
ARTEMIS HEALTH INC.		07/21/2023	Corporation: DELAWARE
CERPASSRX HOLDING COMPANY		07/21/2023	Corporation: DELAWARE
HEALTHCARE HIGHWAYS RX, LLC		07/21/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS AGENT AND GRANTEE
Street Address:	245 Park Avenue, 44th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	97346383	PATH ASSIST
Serial Number:	97095908	NOMI HEALTH
Serial Number:	97095916	NOMI PAY
Serial Number:	97095897	NOMI CONNECT
Registration Number:	5037107	ARTEMIS HEALTH
Registration Number:	6242452	ARTEMIS HEALTH
Registration Number:	5890996	
Serial Number:	97436909	ARTEMIS
Serial Number:	97436918	ARTEMIS CONSOLE
Serial Number:	97436928	ARTEMIS PERSPECTIVES
Serial Number:	97751461	HEALTHCARE HIGHWAYS RX
Registration Number:	5687435	CERPASSRX
Registration Number:	6847751	FOCUS PRESCRIPTION BENEFITS
Registration Number:	6542899	PRESCRIPTION OPTIMIZATION PROGRAM

CH \$365.00 97346383

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: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal St
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	07/21/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of July 21, 2023, is made by Nomi Health, Inc., a Delaware corporation, Artemis Health Inc., a Delaware corporation, CerpasRx Holding Company, a Delaware corporation, and Healthcare Highways RX, LLC, a Texas limited liability company (together, the “**Grantors**”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) acting pursuant to this Assumption Agreement for the benefit of the Lender Group (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of July 21, 2023 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Agent, **NOMI HEALTH, INC.** (the “**Borrower**”), and the other Loan Parties party thereto from time to time. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Security Agreement dated July 21, 2023, made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in and lien on, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks (including, for the avoidance of doubt, the goodwill of the business symbolized thereby or associated therewith) (other than Excluded Collateral), including the Trademarks set forth on Schedule A attached hereto whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire, any right, title or interest and, to the extent not otherwise included, all proceeds and products of any and all of the foregoing; provided, that, in no event shall any security interest be granted in any “**intent-to-use**” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such

intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

For purposes of this Trademark Security Agreement, “**Trademarks**” means: All of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 12(a) to the Perfection Certificate, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing thereto, including payments under all licenses entered into in connection therewith, and damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks (other than Excluded Collateral) by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by telecopier or electronic (.pdf) copy of an executed counterpart shall be as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

GRANTORS

NOMI HEALTH, INC.

By: DocuSigned by:
Mark Newman
223420503132440...
Name: Mark Newman
Title: Chief Executive Officer

ARTEMIS HEALTH INC.

By: DocuSigned by:
Mark Newman
223420503132440...
Name: Mark Newman
Title: Chief Executive Officer

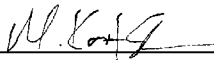
CERPASSRX HOLDING COMPANY

By: DocuSigned by:
Mark Newman
223420503132440...
Name: Mark Newman
Title: Executive Vice President

HEALTHCARE HIGHWAYS RX, LLC

By: DocuSigned by:
Mark Newman
223420503132440...
Name: Mark Newman
Title: Executive Vice President

ARES CAPITAL CORPORATION, as
Agent and Grantee
By: Ares Capital Management LLC, its
investment manager



By: 
Name: M. Kort Schnabel
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008151 FRAME: 0502

SCHEDULE A

<u>Owner</u>	<u>Description</u>	<u>Application/ Registration No.</u>	<u>Application/Issue Dates</u>
Nomi Health, Inc.	Path Assist	97/346,383 (application)	4/4/2022
Nomi Health, Inc.	Nomi Health	97/095,908 (application)	10/27/2021
Nomi Health, Inc.	Nomi Pay	97/095,916 (application)	10/27/2021
Nomi Health, Inc.	Nomi Connect	97/095,897 (application)	10/27/2021
Artemis Health Inc.	Artemis Health	86444853 (application)	11/2/2014 (application)
		5037107 (registration)	9/6/2016 (registration)
Artemis Health Inc.	Artemis Health and Design 	88394474 (application)	4/19/2019 (application)
		6242452 (registration)	1/12/2021 (registration)
Artemis Health Inc.	 Design Only	8839446 (application)	4/19/2019 (application)
		5890996 (registration)	10/22/2019 (registration)
Artemis Health Inc.	ARTEMIS	97436909 (application)	5/31/2022 (application)
Artemis Health Inc.	ARTEMIS CONSOLE	97436918 (application)	5/31/2022 (application)
Artemis Health Inc.	ARTEMIS PERSPECTIVES	97436928 (application)	5/31/2022 (application)
CerpassRX Holding Company	HEALTHCARE HIGHWAYS RX and Design 	97751461 (application)	1/12/2023 (application)

Healthcare Highways RX, LLC	CERPASSRX	5687435 (registration)	2/26/2019 (registration)
Healthcare Highways RX, LLC	 <p>FOCUS PRESCRIPTION BENEFITS</p>	6847751 (registration)	9/13/2022 (registration)
Healthcare Highways RX, LLC	 <p>PRESCRIPTION OPTIMIZATION PROGRAM</p>	6542899 (registration)	11/2/2021 (registration)