

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM161693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INFUSION MANAGEMENT, INC.		02/29/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ANKURA TRUST COMPANY, LLC		
<b>Street Address:</b>	140 Sherman Street, Fourth Floor		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06824		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5885810	INFUSION FOR HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Khadijah Sampson		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2278261ks		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		
<b>SIGNATURE:</b>	Andrew Hackett		
<b>DATE SIGNED:</b>	02/29/2024		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of February 29, 2024, between **INFUSION MANAGEMENT, INC.**, a California corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral trustee for the Secured Parties (in such capacity, “**Collateral Trustee**”).

### RECITALS

A. Grantor, each other Person party to the Loan Agreement as a borrower from time to time (collectively, “**Borrowers**”, and each, a “**Borrower**”), each other Person party to the Loan Agreement as a guarantor from time to time (collectively, “**Guarantors**” and each, a “**Guarantor**”, and together with Borrowers, collectively, “**Loan Parties**”, and each, a “**Loan Party**”), **K2 HEALTHVENTURES LLC**, and any other lender from time to time party to the Loan Agreement (collectively, “**Lenders**” and each, a “**Lender**”), **K2 HEALTHVENTURES LLC**, as administrative agent for Lenders (in such capacity, together with its successors, “**Administrative Agent**”), and Collateral Trustee, as collateral trustee for the Secured Parties, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

135 S. State College Blvd., Suite 350  
Brea, California 92821  
Attention: Dan McCarty

GRANTOR:

INFUSION MANAGEMENT, INC.

By *Daniel McCarty*  
Daniel McCarty (Feb 28, 2024 09:20:51)  
Name: Dan McCarty  
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor  
Fairfield, CT 06824  
Attention: Beth Micena

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By Beth Micena

Name: Beth Micena

Title: Managing Director

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Infusion Management Inc.	INFUSION FOR HEALTH	5885810/87394744	10/15/2019/ 03/31/2017



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