

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5528494

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INTOUCH TECHNOLOGIES, INC.	05/16/2019
ACUTECARE TELEMEDICINE, LLC	05/16/2019
C3O CORPORATION	05/16/2019
INTOUCH HEALTH PROVIDERS, LLC	05/16/2019
ITH DTC, LLC	05/16/2019
REACH HEALTH, INC.	05/16/2019
ITH PHYSICIAN SERVICES, INC.	05/16/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS AGENT
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15961705
Application Number:	15965623
Application Number:	15967368
Application Number:	15985448
Application Number:	15991782
Application Number:	15972601
Application Number:	16029393
Application Number:	16045600
Application Number:	16045608
Application Number:	16113867
Application Number:	16114091
Application Number:	16126965
Application Number:	16126917

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16284916
<b>Application Number:</b>	16395053

**CORRESPONDENCE DATA**

**Fax Number:** (703)610-6200

*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:** 7036106100

**Email:** boxip@hoganlovells.com

**Correspondent Name:** VALERIE BRENNAN OF HOGAN LOVELLS US LLP

**Address Line 1:** 8350 BROAD STREET, 17TH FLOOR

**Address Line 2:** ATTN: BOX INTELLECTUAL PROPERTY

**Address Line 4:** TYSONS, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	VALERIE BRENNAN OF HOGAN LOVELLS US LLP
<b>SIGNATURE:</b>	/vb/
<b>DATE SIGNED:</b>	05/17/2019

**Total Attachments: 5**

source=Executed IPSA Supplement - Patents#page1.tif

source=Executed IPSA Supplement - Patents#page2.tif

source=Executed IPSA Supplement - Patents#page3.tif

source=Executed IPSA Supplement - Patents#page4.tif

source=Executed IPSA Supplement - Patents#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the 16th day of May, 2019, by INTOUCH TECHNOLOGIES, INC., a Delaware corporation, ACUTECARE TELEMEDICINE, LLC, a Georgia limited liability company, C3O CORPORATION, a California corporation, INTOUCH HEALTH PROVIDERS, LLC, a Florida limited liability company, ITH DTC, LLC, a Delaware limited liability company, REACH HEALTH, INC., a Delaware corporation, and ITH PHYSICIAN SERVICES, INC., a Delaware corporation (each such entity, a "Grantor" and collectively, the "Grantors") for the benefit of MIDCAP FINANCIAL TRUST, a Delaware statutory trust ("Agent").

### RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and between Agent and the Grantors, dated as of February 23, 2018 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Credit Agreement), including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(d) Any and all Mask Works, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time;

(e) 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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a

part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

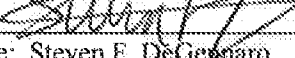
The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]


IN WITNESS WHEREOF, the Grantors have caused this Intellectual Property Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

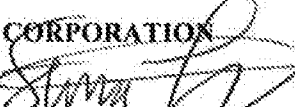
**INTOUCH TECHNOLOGIES, INC.,**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

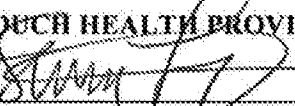
**ACUTECARE TELEMEDICINE, LLC**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

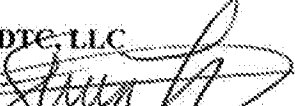
**C30 CORPORATION**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

**INTOUCH HEALTH PROVIDERS, LLC**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

**ITH DTC, LLC**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

**REACH HEALTH, INC.**

By:  (SEAL)  
Name: Steven F. DeGennaro  
Title: Chief Financial Officer

*[Signature Page to IP Security Agreement]*

ITH PHYSICIAN SERVICES, INC.

By:  (SEAL)

Name: Steven F. DeGennaro

Title: Chief Financial Officer

Address for Grantors:

InTouch Technologies, Inc.

7402 Hollister Avenue

Goleta, CA 93117

Attention: Steven F. DeGennaro

E-mail: SDeGennaro@InTouchHealth.com

*[Signature Page to IP Security Agreement]*

EXHIBIT B

Patents

<u>File Number</u>	<u>Owner</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
P055	InTouch Technologies, Inc.	Application: 15/961,705	Application: April 24, 2018
P058	InTouch Technologies, Inc.	Application: 15/965,623	Application: April 27, 2018
P011D2CC	InTouch Technologies, Inc.	Application: 15/967,368	Application: April 30, 2018
P042XC	InTouch Technologies, Inc.	Application: 15/985,448	Application: May 21, 2018
P034DC	InTouch Technologies, Inc.	Application: 15/991,782	Application: May 29, 2018
P028CC	InTouch Technologies, Inc.	Application: 15/972,601	Application: June 01, 2018
P042C	InTouch Technologies, Inc.	Application: 16/029,393	Application: July 06, 2018
P062	InTouch Technologies, Inc.	Application: 16/045,600	Application: July 25, 2018
P050CC	InTouch Technologies, Inc.	Application: 16/045,608	Application: July 25, 2018
P031XDCC	InTouch Technologies, Inc.	Application: 16/113,867	Application: August 27, 2018
P056	InTouch Technologies, Inc.	Application: 16/114,091	Application: August 27, 2018
P030CC	InTouch Technologies, Inc.	Application: 16/126,965	Application: September 10, 2018
P033CCCC	InTouch Technologies, Inc.	Application: 16/126,917	Application: September 10, 2018
P044CC	InTouch Technologies, Inc.	Application: 16/284,916	Application: February 25, 2019
P004C5	InTouch Technologies, Inc.	Application: 16/395,053	Application: April 25, 2019