

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6719379

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUGMEDIX, INC.	05/17/2021
AUGMEDIX OPERATING CORPORATION	05/17/2021
RECEIVING PARTY DATA	
Name:	EASTWARD FUND MANAGEMENT, LLC
Street Address:	432 CHERRY STREET
City:	WEST NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02465
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	63038498
Application Number:	17313540
Application Number:	63038479
Application Number:	17313482
PCT Number:	US2045634
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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>	
Phone:	202-776-2046
Email:	jmfitzpatrick@cooley.com
Correspondent Name:	JENNIFER FITZPATRICK
Address Line 1:	C/O COOLEY LLP
Address Line 2:	1299 PENNSYLVANIA AVENUE, NW, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	318251-102
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	05/19/2021

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the “Amended and Restated Agreement”) is entered into as of May 17, 2021 by and between (A) Eastward Fund Management, LLC (“Lender”) and (B) (i) Augmedix, Inc. a Delaware corporation (“Augmedix”), and (ii) Augmedix Operating Corporation, a Delaware corporation (“Augmedix Operating”; and together with Augmedix, individually and collectively, jointly and severally, “Grantor”). Lender and Augmedix entered into that certain Intellectual Property Security Agreement dated as of March 31, 2021 (the “Original Agreement”). Augmedix and Lender desire to enter into this Amended and Restated Agreement to amend and restate the Original Agreement in its entirety.

Now, therefore, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that the Original Agreement is hereby amended and restated in its entirety as follows:

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and Grantor’s subsidiary (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender, Augmedix and Augmedix Operating, dated as of March 31, 2021 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 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 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 and any patents and patent applications claiming the priority benefit of 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, 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 Amended and Restated Agreement upon request by Lender.

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

4. Loan Documents. This Amended and Restated Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is 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 Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Amended and Restated Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Amended and Restated 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 Amended and Restated Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Amended and Restated Agreement.

6. Successors and Assigns. This Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

AUGMEDIX, INC.

DocuSigned by:

Emmanuel Krakaris

By: ^{CCF958BE215748B}Emmanuel Krakaris

Title: Chief Executive Officer

Address: 111 Sutter St., Suite 1300
San Francisco, CA 94104
Attn: Legal Department

AUGMEDIX OPERATING CORPORATION

DocuSigned by:

Emmanuel Krakaris

By: ^{CCF958BE215748B}Emmanuel Krakaris

Title: Chief Executive Officer

Address: 111 Sutter St., Suite 1300
San Francisco, CA 94104
Attn: Legal Department

LENDER:

EASTWARD FUND MANAGEMENT, LLC

DocuSigned by:

Dennis P. Cameron

By: ^{D6C1308B065044C}Dennis Cameron

Title: Chief Executive Officer

Address: 432 Cherry St.
West Newton, MA 02465

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Web Design at Augmedix.com	N/A	N/A
Software code for RDS cockpit and interface between remote document and users	N/A	N/A
Software code for Notebuilder tool	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Augmenting Healthcare Provider Performance	2908/KOLNP/2015	January 29, 2014
Method of Labeling Associated Information Between Transcripts and Clinical Notes for Patient-Provider Clinic Visits	PCT/US20/45634	August 10, 2020
Provisional - System for Configuring A Natural-Language Medical Record Generation Platform	63/038,498	June 12, 2020
Non-Provisional - System for Configuring A Natural-Language Medical Record Generation Platform	17/313,540	May 6, 2021
Provisional - Natural-Language Medical Record Generation Platform	63,038,479	June 12, 2020
Non-Provisional - Natural-Language Medical Record Generation Platform	17/313,482	May 6, 2021

EXHIBIT C

Trademarks


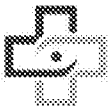

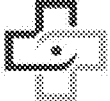
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(1) Augmedix Word Mark (U.S. Trademark)	Reg. No. 4643608	November 25, 2014
(2) Augmedix Cross Logo No. 1 (U.S. Trademark)	Reg. No. 4741682	May 26, 2015
		
(3) Augmedix Cross Logo No. 2 (U.S. Trademark)	Reg. No. 6,154,047	September 15, 2020
		
(4) Augmedix Cross Logo No. 2 (India Trademark – Class 42)	App. No. 4211268	June 19, 2019
		
(5) Augmedix Cross Logo No. 2 (India Trademark – Class 9)	App. No. 4211265	June 19, 2019
		

EXHIBIT D

Mask Works

Description

N/A

Registration/
Application
Number

Registration/
Application
Date