

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7101796

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Execution Date
LEONARD N. SOLIE	12/28/2021
MD HEALTH RX SOLUTIONS, LLC	12/28/2021

## RECEIVING PARTY DATA

<b>Name:</b>	ISONMEDINVESCO LLC
<b>Street Address:</b>	9429 HARDING AVENUE
<b>Internal Address:</b>	#293
<b>City:</b>	SURFSIDE
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33154

## PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	D829343
Patent Number:	D828927
Patent Number:	D903124
Application Number:	16275741
Application Number:	16573756
Application Number:	16692908
Application Number:	16692775
Application Number:	16692934
Application Number:	16723325
Application Number:	16723264
Application Number:	16723186
Application Number:	16723494
Application Number:	16723814
Application Number:	16723847

## CORRESPONDENCE DATA

Fax Number: (954)519-2042

*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.*

PATENT

**Phone:** 9545192041  
**Email:** mail@keyslawfirm.com  
**Correspondent Name:** JAMES KEYS  
**Address Line 1:** 3350 SW 148TH AVE  
**Address Line 2:** STE 110  
**Address Line 4:** MIRAMAR, FLORIDA 33027

<b>NAME OF SUBMITTER:</b>	JAMES KEYS, III
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<b>SIGNATURE:</b>	/james keys iii/
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<b>DATE SIGNED:</b>	01/03/2022
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of December 17, 2021 (“**Effective Date**”), is made by and between **MD Health RX Solutions, LLC**, a Florida limited liability company (“**OnMed**”) and Leonard N. Solie, an individual (“**LS**” and together with OnMed, the “**Grantor**”), in favor of and **ISONMEDINVESCO LLC**, a Florida limited liability company (“**Secured Party**”).

WHEREAS, LS and OnMed entered into that certain Patent Assignment on November 12, 2021 (“**Assignment**”) wherein LS assigned all of his rights and interests in certain Patents.

WHEREAS, filings were made with the United States Patent and Trademark Office to register the Assignment, but Secured Party has been unable to confirm said changes in ownership of the Patents. Until such time as OnMed is reflected as the owner of all the Patents LS, may still retain certain residual interests in the Patents, if any.

WHEREAS, OnMed has entered into an Amended and Rested Security Agreement, dated November 17, 2021 (the “**Security Agreement**”), with the Secured Party.

WHEREAS, as a condition precedent to the making of the loan by the Secured Party under the Security Agreement, OnMed agreed to execute and deliver to the Secured Party this IP Security Agreement. This IP Security Agreement is the Intellectual Property Security Agreement referred to in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, OnMed has granted to the Secured Party a security interest in, among other property, certain intellectual property of OnMed, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

WHEREAS, LS is an equity owner of OnMed and LS will directly or indirectly benefit from the loans made by Secured Party to OnMed as secured by the Security Agreement. LS acknowledges that Secured Party would not have extended credit to OnMed without the Assignment. Accordingly, LS desires to grant a security interest to Secured Party in the Patents for whatever interests LS may hold in the Patents, if any.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. OnMed hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of OnMed in, to, and under the following, and LS hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of LS in, to, and under the following (the right, title, and interest of OnMed and of LS collectively being the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Together with all proceeds of any of the foregoing, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials in the United States and anywhere in the World to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security 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 IP Security 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**MD HEALTH RX SOLUTIONS, LLC**

By: \_\_\_\_\_

Leonard N. Solie, Chairman

\_\_\_\_\_  
Leonard N. Solie, an individual

**SECURED PARTY:**

**ISONMEDINVESCO LLC**

By: ISA Management, LLC, Its Manager

By: \_\_\_\_\_

Howard Gruverman, Manager

By: \_\_\_\_\_

Timothy S. O'Toole, Manager

By: \_\_\_\_\_

Akhil Agrawal, Manager

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**MD HEALTH RX SOLUTIONS, LLC**

By: \_\_\_\_\_

Leonard N. Solie, Chairman

\_\_\_\_\_  
Leonard N. Solie, an individual

**SECURED PARTY:**

**ISONMEDINVESCO LLC**

By: ISA Management, LLC, Its Manager

By: \_\_\_\_\_  
Howard Gruverman, Manager

By: \_\_\_\_\_  
Timothy S. O'Toole, Manager

By: \_\_\_\_\_  
Akhil Agrawal, Manager

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SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENT**  
**REEL: 058530 FRAME: 0503**

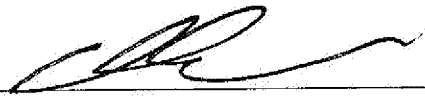
STATE OF FLORIDA

COUNTY OF Hillsborough

**Acknowledgment**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of Dec, 2021 by Leonard N. Solie, as Chairman of **MD HEALTH RX SOLUTIONS, LLC**, a Florida limited liability company, on behalf of said limited liability company, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

  
NOTARY PUBLIC

Printed Name: RICHARD F. KIRCHEN

My Commission Expires: 

STATE OF FLORIDA

COUNTY OF Hillsborough

**Acknowledgment**

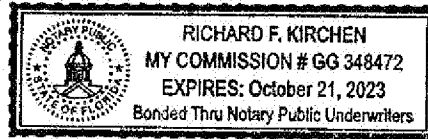
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Dec, 2021 by Leonard N. Solie, an individual, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]

  
\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: RICHARD F. KIRCHEN

My Commission Expires: \_\_\_\_\_





## SCHEDULES

### SCHEDULE 1 PATENTS

#### Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Booth	US	D828,927	09/18/2018	MD Health RX Solutions, LLC
Booth	US	D829,343	09/25/2018	MD Health RX Solutions, LLC
Clinician Station	US	D903,124	11/24/2020	MD Health RX Solutions, LLC
Medical Assistance Method and System	IL	232270	04/30/2014	MD Health RX Solutions, LLC

#### Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
Medical Services Method and System	US	16/275,741	02/14/2019	MD Health RX Solutions, LLC
Medical Services Kiosk	US	16/573,756	09/17/2019	MD Health RX Solutions, LLC
Clinician Station for Providing Medical Services Remotely	US	16/692,908	11/22/2019	MD Health RX Solutions, LLC
Medical Service Kiosk having an Integrated Scale	US	16/692,775	11/22/2019	MD Health RX Solutions, LLC
Method for Utilizing A Medical Services Kiosk	US	16/692,934	11/22/2019	MD Health RX Solutions, LLC
Clinician Station with a Floating Camera Devise for Providing Medical Services Remotely	US	16/723,325	12/20/2019	MD Health RX Solutions, LLC
Method for using a Clinician Station to Provide Medical Services Remotely	US	16/723,264	12/20/2019	MD Health RX Solutions, LLC
Medical Service Kiosk with Retractable Camera and a Purification System	US	16/723,186	12/20/2019	MD Health RX Solutions, LLC
Method for Utilizing a Medical Service Kiosk having a Retractable Camera and a Purification System	US	16/723,494	12/20/2019	MD Health RX Solutions, LLC
Medical Service Kiosk having a Purification System and a Security System	US	16/723,814	12/20/2019	MD Health RX Solutions, LLC
Method for Utilizing an Integrated Weight System in a Medical Service Kiosk	US	16/723,847	11/20/2019	MD Health RX Solutions, LLC

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**PATENT**

**RECORDED: 01/03/2022**

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