

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7724068

<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>
VILLAGE PRACTICE MANAGEMENT COMPANY, LLC			01/03/2023
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WALGREENS BOOTS ALLIANCE, INC., AS COLLATERAL AGENT		
<b>Street Address:</b>	108 WILMOT ROAD		
<b>City:</b>	DEERFIELD		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	10997275		
<b>Patent Number:</b>	11327944		
<b>Application Number:</b>	17228316		
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1877909 PAT		
<b>NAME OF SUBMITTER:</b>	KAREN COTTRELL		
<b>SIGNATURE:</b>	/Karen Cottrell/		
<b>DATE SIGNED:</b>	01/04/2023		
<b>Total Attachments: 5</b>			
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of January 3, 2023 (this "Agreement"), among VILLAGE PRACTICE MANAGEMENT COMPANY, LLC (the "Grantor") and WALGREENS BOOTS ALLIANCE, INC., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among VILLAGE PRACTICE MANAGEMENT COMPANY HOLDINGS, LLC a Delaware limited liability company ("Parent Borrower"), VILLAGE PRACTICE MANAGEMENT COMPANY, LLC, a Delaware limited liability company (the "Co-Borrower" and together with the Parent Borrower, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and WALGREENS BOOTS ALLIANCE, INC. as Administrative Agent and Collateral Agent and that certain Collateral Agreement dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrowers, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, and the obligations of the Lenders to extend such credit are conditions upon, among other things, the execution and delivery of the Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Patent Collateral (as defined below). The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make the Loans and as consideration for such Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in **Section 1.01(b)** of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, in full of the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, its successors and assigns, on behalf of and for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all United States Patents, including those listed on Schedule I attached hereto whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to **Section 5.13.** of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

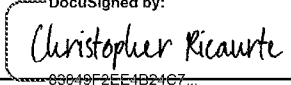
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


*[Remainder of Page Intentionally Left Blank]*


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VILLAGE PRACTICE MANAGEMENT  
COMPANY, LLC, as Grantor

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Christopher Ricaurte  
Title: Chief Financial Officer and Treasurer

WALGREENS BOOTS ALLIANCE, INC., as  
Collateral Agent

By:   
Name: Omorlie Harris  
Title: Senior Vice President and Global Treasurer

By:   
Name: John Devlin  
Title: Treasury Vice President

[Signature Page to the Patent Security Agreement]

**PATENT**  
**REEL: 062272 FRAME: 0077**

Schedule I

United States Registered and Applied-For Patents

Patent Title		Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	System and method for synchronizing distributed databases	16230001 12/21/2018	10997275 04/13/2021	Issued	Village Practice Management Company, LLC
2.	Storing and retrieving data in data stores	16689958 11/20/2019	11327944 05/10/2022	Issued	Village Practice Management Company, LLC
3.	SYSTEM AND METHOD FOR SYNCHRONIZING DISTRIBUTED DATABASES	17228316 04/21/2021	--	Pending	Village Practice Management Company, LLC