

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZocDoc, Inc.		02/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue, 11th Floor		
Internal Address:	WSFS Bank Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5722512	CLEAR PRICE	
Registration Number:	5622887	GET WELL SOONER	
Registration Number:	3408771	ZOCDOC	
Registration Number:	4863002	GET BETTER BETTER	
Registration Number:	5099000	·Z·	
Registration Number:	5103475	·Z·	
Registration Number:	5098999	·Z·	
Registration Number:	5098998	ZOCDOC	
Registration Number:	6211560	RIGHT DOCTOR, RIGHT NOW	
Registration Number:	5797507	RIGHT DOCTOR, RIGHT NOW	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street, N.W.		
Address Line 2:	Robert S. Strauss Tower		

CH \$265.00 5722512

Address Line 4:	Washington, D.C. 20006
ATTORNEY DOCKET NUMBER:	699321.0003
NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	02/02/2021
Total Attachments: 9 source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page1.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page2.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page3.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page4.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page5.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page6.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page7.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page8.tif source=ZocDoc - Intellectual Property Security Agreement (2021) [Executed]#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of February 2, 2021 by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, a federal savings bank, as administrative agent (in such capacity, “Agent”), for the ratable benefit of each bank and other financial institution, from time to time party to the Loan Agreement (as defined below) (each such party, collectively, “Lender”), and ZOCCDOC, INC., a Delaware corporation (“Grantor”). Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement (as defined below).

RECITALS

A. Agent, Lender and Grantor have entered into that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make certain loans (“Loans”) to Grantor.

B. Agent and Grantor have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor has granted to Agent, for the benefit of the Secured Parties, a valid and continuing security interest in the Intellectual Property Collateral (as defined below).

C. Pursuant to the terms of the Loan Agreement and the Security Agreement and in furtherance thereof, Grantor has duly authorized the execution, delivery and performance of this Agreement.

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 Grantor’s obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor hereby pledges and grants to Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations, a continuing security interest in Grantor’s right, title and interest in, to and under security interest in all of Grantor’s right, title and interest in its intellectual property to the extent constituting Collateral (as defined in the Security Agreement) (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 of 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 (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, upon the occurrence and during the continuance of an Event of Default, 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, extensions, 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 Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Intellectual Property Collateral are as provided to it as Administrative Agent under the Security Agreement and the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

ZocDoc, Inc.
568 Broadway, 9th Floor
New York, NY 10012
Attention: Netta Samroengraja,
Chief Financial Officer

GRANTOR

ZOCDOC, INC.

DocuSigned by:
By: Netta Samroengraja
Netta Samroengraja
Treasurer & Chief Business Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Wilmington Savings Fund Society, FSB
WSFS Bank Center
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801

AGENT

**WILMINGTON SAVINGS FUND
SOCIETY, FSB, as Agent**


By: 
Name: John McNichol
Title: Trust Officer

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Data synchronization for booking of healthcare appointments across practice groups	8,688,466	04/01/2014
Method and apparatus for managing physician profile and healthcare appointment services	10,185,929	01/22/2019
System and method for accessing healthcare appointments from multiple disparate sources	9,704,208	07/11/2017
(Z002-7014) AGGREGATOR SYSTEM FOR ENABLING ONLINE ACCESS TO ENCOUNTER DATA FROM MULTIPLE DISPARATE SOURCE	15/222,094	07/28/2016
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	10,685,413	06/16/2020
METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS	15/858,451	12/29/2017
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	16/869,747	05/08/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLEAR PRICE	5,722,512	04/09/2019
GET WELL SOONER	5,622,887	12/4/2018
ZOCDOC	3,408,771	04/08/2008
GET BETTER BETTER	4,863,002	12/01/2015
Stylized Z with 2 dots logo	5,099,000	12/13/2016
Stylized Z with 2 dots neutral	5,103,475	12/20/2016
Stylized Z with 2 dots and oval shaped background (color)	5,098,999	12/13/2016
Zocdoc (with Capital Z)	5,098,998	12/13/2016
RIGHT DOCTOR, RIGHT NOW	6,211,560	12/01/2020
RIGHT DOCTOR, RIGHT NOW	5,797,507	07/09/2019

EXHIBIT D

Mask Works

Description

Registration/
Application Number

Registration/
Application Date

None.