

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caption Health, Inc.		09/12/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Signature bank		
Street Address:	565 Fifth avenue, 8th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	6500074	CAPTION INTERPRETATION	
Registration Number:	6500072	CAPTION AI	
Registration Number:	6500071	CAPTION AI	
Registration Number:	6207088	CAPTION HEALTH	
Registration Number:	6207087	CAPTION HEALTH	
Registration Number:	6207086	CAPTION HEALTH	
Registration Number:	6217982	CAPTION HEALTH	
Registration Number:	6217981	C	
Registration Number:	6278658	CAPTION HEALTH	
Registration Number:	6234741	CAPTION HEALTH	
Registration Number:	6278657	CAPTION	
Registration Number:	6234740	CAPTION	
Registration Number:	5063116		
Registration Number:	5063115	BAYLABS	
Serial Number:	90380545	CAPTION AI	
Serial Number:	90380556	CAPTION INTERPRETATION	
Serial Number:	90380550	CAPTION AI	
Serial Number:	88643303	CAPTION HEALTH	
Serial Number:	88643290	C	

CH \$665.00 6500074

Property Type	Number	Word Mark
Serial Number:	88574775	CAPTION GUIDANCE
Serial Number:	88574773	CAPTION HEALTH
Serial Number:	88574764	CAPTION
Serial Number:	88643294	C
Serial Number:	88643291	C
Serial Number:	88643284	C
Serial Number:	88643309	CAPTION HEALTH

CORRESPONDENCE DATA

Fax Number:

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: 919-838-2048

Email: anliles@smithlaw.com

Correspondent Name: Allison N. Liles

Address Line 1: P.O. Box 2611

Address Line 4: Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Allison N. Liles
SIGNATURE:	/s/ Allison N. Liles
DATE SIGNED:	01/04/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 12, 2022 by and between SIGNATURE BANK (“Bank”) and CAPTION HEALTH, INC. (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, Caption Care P.C. of California, and Caption Care, Inc. dated as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank, effective during the Intellectual Property Collateral Period, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents and to those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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

GRANTOR:

Address of Grantor:

CAPTION HEALTH, INC.
2000 Sierra Point Pkwy., 8th Floor
Brisbane, CA 94005
Attn: Ainslie Mayberry
Email: ainslie@captionhealth.com

CAPTION HEALTH, INC.

By: 
Name: Ainslie Mayberry
Title: Secretary

BANK:

Address of Bank:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, NY 10017
Attn: JC Simbana and Matthew Jacobs
Email: jcsimbana@signatureny.com and
mjacobs@signatureny.com

SIGNATURE BANK

By: _____
Name: _____
Title: _____

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

GRANTOR:

Address of Grantor:

CAPTION HEALTH, INC.
2000 Sierra Point Pkwy., 8th Floor
Brisbane, CA 94005
Attn: Ainslie Mayberry
Email: ainslie@captionhealth.com

CAPTION HEALTH, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Signature Bank-Venture Banking Group
565 Fifth Avenue, 8th Floor
New York, NY 10017
Attn: JC Simbana and Matthew Jacobs
Email: jesimbana@signatureny.com and
mjacobs@signatureny.com

SIGNATURE BANK

By: Matthew K Jacobs

Name: MATTHEW K. JACOBS

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Caption AI User Interface Screens	VAu001397908	2/19/2020


EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
VIDEO CLIP SELECTOR FOR MEDICAL IMAGING AND DIAGNOSIS	11,166,678	11/9/2021
VIDEO CLIP SELECTOR FOR MEDICAL IMAGING AND DIAGNOSIS	11,160,510	11/2/2021

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CAPTION INTERPRETATION	6500074	9/28/2021
CAPTION AI	6500072	9/28/2021
CAPTION AI	6500071	9/28/2021
CAPTION HEALTH	6207088	11/24/2020
CAPTION HEALTH	6207087	11/24/2020
CAPTION HEALTH	6207086	11/24/2020
CAPTION HEALTH	6217982	12/8/2020
C	6217981	12/8/2020
CAPTION HEALTH	6278658	2/23/2021
CAPTION HEALTH	6234741	12/29/2020
CAPTION	6278657	2/23/2021
CAPTION	6234740	12/29/2020
 The mark consists of a four point star partially enclosed by a two-tone shaded stylized heart.	5063116	10/18/2016
BAYLABS	5063115	10/18/2016
CAPTION AI	90380545	12/14/2020
CAPTION INTERPRETATION	90380556	12/14/2020
CAPTION AI	90380550	12/14/2020
CAPTION HEALTH	88643303	10/4/2019
C	88643290	10/4/2019
CAPTION GUIDANCE	88574775	8/12/2019
CAPTION HEALTH	88574773	8/12/2019
CAPTION	88574764	8/12/2019
C	88643294	10/4/2019
C	88643291	10/4/2019

C

88643284

10/4/2019

CAPTION HEALTH

88643309

10/4/2019