

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medicom Health, LLC		02/03/2023	Limited Liability Company: DELAWARE
HealthAware LLC		02/03/2023	Limited Liability Company: DELAWARE
ERUPTR LLC		02/03/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, as Collateral Agent		
Street Address:	115 South Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97514468	ERUPTR	
Registration Number:	5356399	KARE-N	
Registration Number:	5271770	HEALTHAWARE	
Registration Number:	3637266	HEARTAWARE	
Registration Number:	3320464	HEARTAWARE	
Registration Number:	5100967	MEDICOM HEALTH INTERACTIVE	
Registration Number:	5087241	MEDICOM HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		

OP \$190.00 97514468

Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7156.110
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/03/2023
Total Attachments: 5 source=Eruptr Trademark Security Agreement#page1.tif source=Eruptr Trademark Security Agreement#page2.tif source=Eruptr Trademark Security Agreement#page3.tif source=Eruptr Trademark Security Agreement#page4.tif source=Eruptr Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of February 3, 2023, is made by each of **MEDICOM HEALTH, LLC**, a Delaware limited liability company ("Medicom"), **HEALTHAWARE LLC**, a Delaware limited liability company ("HealthAware"), **ERUPTR LLC**, a Florida limited liability company ("Eruptr", together with Medicom and HealthAware, the "Grantor"), in favor of Oxford Finance LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the USPTO.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a first-priority (subject only to Permitted Liens) continuing security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto (collectively, the "Trademark Collateral"); *provided* that "Trademark Collateral" shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

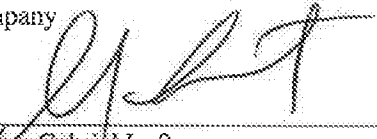
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.


MEDICOM HEALTH, LLC, a Delaware limited liability company

By: 
Name: Gabriel Luft
Title: Treasurer and Assistant Secretary

HEALTHAWARE LLC, a Delaware limited liability company

By: 
Name: Gabriel Luft
Title: Treasurer and Assistant Secretary

ERUPTR LLC, a Florida limited liability company

By: 
Name: Gabriel Luft
Title: Treasurer and Assistant Secretary

Accepted and Agreed:

OXFORD FINANCE LLC, as Collateral Agent

By: _____

Name: Colette H. Featherly

Title: Senior Vice President

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
ERUPTR	97514468 21-JUL-2022	N/A	Eruptr LLC
KARE-N	87261790 08-DEC-2016	5356399 12-DEC-2017	HealthAware LLC
HEALTHAWARE	86752742 10-SEP-2015	5271770 22-AUG-2017	HealthAware LLC
HEARTAWARE	77141396 27-MAR-2007	3637266 16-JUN-2009	HealthAware LLC
HeartAware	78717978 21-SEP-2005	3320464 23-OCT-2007	HealthAware LLC
MEDICOM HEALTH INTERACTIVE	86526094 05-FEB-2015	5100967 13-DEC-2016	Medicom Health, LLC
MEDICOM HEALTH	86526126 05-FEB-2015	5087241 22-NOV-2016	Medicom Health, LLC