

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NANTHEALTH, INC.	FORMERLY All About Advanced Health LLC	03/02/2023	Corporation: DELAWARE
NaviNet, Inc.		03/02/2023	Corporation: DELAWARE
TheOpenNMS Group, Inc.	FORMERLY Blast Consulting Company	03/02/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as Collateral Agent		
Street Address:	3 Second Street, Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3969304	OPENNMS	
Registration Number:	5299424	OPENNMS	
Registration Number:	5439146	OPENNMS	
Registration Number:	5444154	HORIZON	
Registration Number:	5195006	MERIDIAN	
Registration Number:	5351594	COMPASS	
Registration Number:	2632379	NAVINET	
Registration Number:	3912060	EVITI	
Registration Number:	4236901	EVITI CONNECT	
Registration Number:	5242131	GPS CANCER	
Registration Number:	5462190	EVITI ADVISOR	
Serial Number:	97505897	FEATHER DESIGN SYSTEM	
Serial Number:	97505819	FEATHER DS	
Serial Number:	97505851		
CORRESPONDENCE DATA			

OP \$365.00 3969304

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Rodney Boulware
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1930146 TM
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NAME OF SUBMITTER:	Dahlia Gottlieb
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SIGNATURE:	/Dahlia Gottlieb/
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DATE SIGNED:	03/03/2023
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of March 2, 2023, by NANTHEALTH, INC., a Delaware corporation, NAVINET, INC., a Delaware corporation and THEOPENNMS GROUP, INC., a North Carolina Corporation (collectively, the “*Grantors*” and each individually, a “Grantor”), in favor of GLAS Americas LLC, as Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH

WHEREAS, each Grantor, certain Grantors’ affiliates and the Collateral Agent are parties to (i) that certain Credit Agreement as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to the Borrower by the Lenders party thereto and (ii) that certain Security and Pledge Agreement as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) providing for the grant of security interest in the Collateral thereto; and

WHEREAS, each Grantor has granted to the Collateral Agent a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The terms and provisions of the Credit Agreement and the Security Agreement are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement and the Security Agreement, as applicable.
2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to the Collateral Agent a continuing security interest in such Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark, patent and copyright listed on Schedule I annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and
 - (ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.
3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned and registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of the Collateral Agent, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Collateral Agent may, at Collateral Agent's option, be joined as a nominal party to this suit if the Collateral Agent shall be satisfied that the joinder is necessary and that the Collateral Agent is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless the Collateral Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Collateral Agent pursuant to this paragraph.

5. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. The terms of Sections 10.13 and 10.14 of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

6. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.2 of the Credit Agreement.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or other electronic mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered, upon the request of any party, such fax transmission or electronic mail transmission shall be promptly followed by such manually executed counterpart.

8. Electronic Execution. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in this Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, neither the Administrative Agent, nor any Grantor is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided further without limiting the foregoing, upon the request of the Administrative Agent or any Grantor, any electronic signature shall be promptly followed by such manually executed counterpart.

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

NANTHEALTH, INC., as Grantor

DocuSigned by:
By: Bob Petrou
Name: Bob Petrou
Title: General Counsel, Chief Financial Officer, Treasurer and Secretary

NAVINET, INC., as Grantor

DocuSigned by:
By: Bob Petrou
Name: Bob Petrou
Title: Chief Financial Officer, Treasurer and Secretary

THE OPENNMS GROUP, INC., as Grantor

DocuSigned by:
By: Bob Petrou
Name: Bob Petrou
Title: Chief Financial Officer

GLAS AMERICAS LLC, as Collateral Agent

By: 
Name: Katie Fischer
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

Schedule I
(See Attached)

Trademarks for The OpenNMS Group, Inc.

Mark	Serial No.	Reg. No.	Owner
OPENNMS	85/071,501	3,969,304	The OpenNMS Group, Inc.
OPENNMS	87/165,322	5,299,424	The OpenNMS Group, Inc.
OPENNMS	87/240,338	5,439,146	The OpenNMS Group, Inc.
HORIZON	87/163,701	5,444,154	The OpenNMS Group, Inc.
MERIDIAN	87/163,824	5,195,006	The OpenNMS Group, Inc.
COMPASS	87/163,921	5,351,594	The OpenNMS Group, Inc.

Trademarks for NaviNet, Inc.

Mark	Serial No.	Reg. No.	Owner
NAVINET	75/872,673	2,632,379	NaviNet, Inc.

Trademarks for NantHealth, Inc.

Mark	Serial No.	Reg. No.	Owner
EVITI	77/847,235	3,912,060	NantHealth, Inc.
EVITI CONNECT	85/566,532	4,236,901	NantHealth, Inc.
GPS CANCER	86/766,233	5,242,131	NantHealth, Inc.
eviti ADVISOR	87/426,943	5,462,190	NantHealth, Inc.
Feather Design System	97/505,897		NantHealth, Inc.
FEATHER DS	97/505,819		NantHealth, Inc.
Feather Design System LOGO	97/505,851		NantHealth, Inc.

NantHealth Patent Portfolio

Title	Application Number	Publication Number	Patent Number	Owner/Applicant
Display Screen or Portion Thereof with Graphical User Interface	29/649132		D892,151	NantHealth, Inc.
Personal Health Operating System	14/657,679	2015-0269321	10,262,759	NantHealth, Inc.
Patient Sensor Data Exchange Systems and Methods	14/835,714	2016-0058390	10,437,959	NantHealth, Inc.
Patient Sensor Data Exchange Systems and Methods	16/561,750	2019-0392930	10,762,171	NantHealth, Inc.
Patient Sensor Data Exchange Systems and Methods	16/941,387	2020-0357496	11,126,969	NantHealth, Inc.
Patient Sensor Data Exchange Systems and Methods	17/408,196	2021-0383328	11,521,175	NantHealth, Inc.
Automated Medical Diagnosis, Risk Management, and Decision Support Systems and Methods	14/047,621		10,614,919	NantHealth, Inc.
Automated Medical Diagnosis, Risk Management, and Decision Support Systems and Methods	16/840,227	2020-0294671		NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System and Methods	14/805,417	2016-0105402	9,819,650	NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System and Methods	15/727,494	2018-0048628	10,200,347	NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System and Methods	16/228,572	2019-0124051	10,476,853	NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System And Methods	16/679,078	2020-0099666	10,757,081	NantHealth, Inc.

Homomorphic Encryption in a Data Processing Network Environment, System and Methods	16/939,360	2020-0358746	11,050,720	NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System and Methods	17/331,863	20210377231	11,431,687	NantHealth, Inc.
Homomorphic Encryption in a Healthcare Network Environment, System and Methods	17/815,011	20220385450		NantHealth, Inc.
Ice Pop Medicament Delivery System and Method	16/554,421	20200069580	11,116,720	NantHealth, Inc.
Classification Based on Characterization Analysis Methods and Systems	16/685,191	20200160097	11,195,062	NantHealth, Inc. NANTOMICS, LLC.
Classification Based on Characterization Analysis Methods and Systems	17/539,292	20220092340		NantHealth, Inc. NantOmics, LLC.
Image or Waveform Analysis Method, System and Non-transitory Computer-readable Storage Medium	17/404,762	20220059239		NantHealth, Inc.
Mobile Carrier-Centric Data Record Custodian Systems and Methods	14/838,264	2016-0063189	10,629,296	NantHealth, Inc.
Location Based Medical Record Management Systems and Methods	16/852,316	2020-0243176	11,264,122	NantHealth, Inc.
Synthetic Genomic Variant-Based Secure Transaction Devices, Systems and Methods	14/844,974	2016-0072800	10,050,959	NantHealth, Inc. NantOmics, LLC
Modular Mattress and Bedframe System with Surface Positioning Actuators	16/221,360	2019-0183255	11,089,881	NantHealth, Inc.
Synthetic Genomic Variant-Based Secure Transaction Devices, Systems and Methods	16/034,271	2019-0020651		NantHealth, Inc. Nantomics, LLC
Synthetic Genomic Variant-Based Secure Transaction Devices, Systems and Methods	17/707,925	2022-0224686		NantHealth, Inc. Nantomics, LLC

System and Method for Healthcare Data Management	12/700,477	2010-0205597	9,430,612	NaviNet, Inc.
System and Method of Healthcare Data Management	15/213,917	2016-0328447	10,558,667	NaviNet, Inc.
Display Screen or Portion Thereof with Graphical User Interface	29/649,130		D891,451	NantHealth, Inc.
User Interface Log Validation Via Blockchain System and Methods	16/957,645	20210042839		NantHealth, Inc.