

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Venture Finance, L.P.		11/07/2017	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Bearcub Acquisitions LLC		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86398549	CLEAR PRICE	
Registration Number:	4044897	GET WELL SOONER	
Registration Number:	4379865		
Registration Number:	4387480		
Registration Number:	4487200		
Registration Number:	3408771	ZOCDOC	
Serial Number:	86398505	ZOCDOC CLEAR PRICE	
Registration Number:	4308016	ZOCSTAR	
Registration Number:	4863002	GET BETTER BETTER	
Registration Number:	5099000	·Z·	
Registration Number:	5103475	·Z·	
Registration Number:	5098999	·Z·	
Registration Number:	5098998	ZOCDOC	
CORRESPONDENCE DATA			
Fax Number:	6504739194		
<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:	6502893060		
Email:	legal@htgc.com		

OP \$340.00 86398549

Correspondent Name: Hercules Capital, Inc.
Address Line 1: 400 Hamilton Avenue, Suite 310
Address Line 4: Palo Alto, CALIFORNIA 94301

NAME OF SUBMITTER: Maritess Escalante

SIGNATURE: /Maritess Escalante/

DATE SIGNED: 11/16/2017

Total Attachments: 12

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ASSIGNMENT OF IP SECURITY AGREEMENT

This ASSIGNMENT OF IP SECURITY AGREEMENT (this “Assignment”), dated as of November 7, 2017, is by and between Ares Venture Finance, L.P. (“Ares”), acting in its capacity as agent, and Bearcub Acquisitions LLC (“Bearcub”).

RECITALS:

WHEREAS, ZocDoc, Inc., as “Grantor”, and Ares are parties to that Intellectual Property Security Agreement dated as of April 7, 2017 (the “IP Security Agreement”), pursuant to which Grantor granted to Ares a security interest in all of its right, title and interest in, to Trademarks (as defined in the IP Security Agreement);

WHEREAS, the Trademarks were recorded with the United States Patent and Trademark Office on April 10, 2017; and

WHEREAS, pursuant to that Asset Purchase Agreement, dated as of November 1, 2017, by and between Ares Capital Corporation and Bearcub Acquisitions LLC, Ares has assigned to Bearcub all of its rights, remedies, duties and other obligations under, among other documents, the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ares hereby assigns and transfers to Bearcub and its successors and assigns, all of its rights, title and interest in and to the IP Security Agreement and the Trademarks.

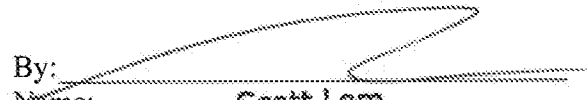
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Ares and Bearcub have caused this Assignment to be duly executed as of the date first above written.

ARES:

Ares Venture Finance, L.P.
By: Ares Venture Finance GP, LLC,
its General Partner

By: 
Name: Scott Lem
Title: Authorized Signatory

BEARCUB:

BEARCUB ACQUISITIONS LLC

By: Melanie Grace

Name: Melanie Grace

Title: General Counsel

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 7, 2017 by and between **ZOCDOC, INC.**, a Delaware corporation, with its principal place of business at 568 Broadway, 9th Floor, New York, New York 10012 (“Grantor”), and **Ares Venture Finance, L.P.**, a Delaware limited partnership, with offices located at 245 Park Avenue, 44th Floor, New York, NY 10167, as agent (“Agent”) on behalf of Ares Venture Finance, L.P., Ares Capital Corporation, and each lender a party from time to time (each a “Lender” and collectively, “Lenders”) under that certain Loan Agreement (defined below).

RECITALS

A. The Lenders have 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 (i) Loan and Security Agreement by and among, Agent, Lenders and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Each Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent on behalf of Lenders a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to each Lender.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent on behalf of Lenders 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 Grantor’s obligations to Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Lenders, Grantor grants and pledges to Agent on behalf of Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (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 Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related 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.

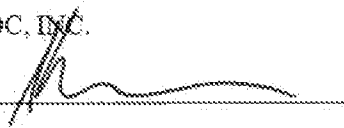
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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).

[Signature page follows.]

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:

ZOCDOC, INC.

By:  _____

Title: Chief Financial Officer _____

AGENT:

ARES VENTURE FINANCE, L.P.

By: _____

Title: _____

[Signature Page to IP Security Agreement]

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:

ZOCDOC, INC.

By: _____

Title: _____

AGENT:

ARES VENTURE FINANCE, L.P.

By:  _____

Title: Authorized Signatory

[Signature Page to IP Security Agreement]

WEST 275784997

TRADEMARK
REEL: 006207 FRAME: 0383

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>
Centralized marketplace for healthcare appointments across practice groups	12/210,664	09/15/2008
Consumer portal for healthcare appointments across practice groups	13/344,966	01/06/2012
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	12/722,728	03/12/2010
Method and apparatus for managing physician referrals	12/916,780	11/01/2010
System and method facilitating patient registration across multiple practice groups	13/279,683	10/24/2011
Method and apparatus for guiding patients toward healthcare goals	13/796,417	03/12/2013
Task manager for healthcare providers	14/094,177	12/02/2013
System and method for accessing healthcare appointments from multiple disparate sources	14/059,957	10/22/2013
System and method for individualized pricing for healthcare	14/268,235	05/02/2014
METHOD AND APPARATUS FOR MANAGING PHYSICIAN PROFILE AND HEALTHCARE APPOINTMENT SERVICES	PCT/US2011/027207	03/04/2011
METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS	PCT/US2011/035116	05/04/2011
COMMUNICATION TASK INSTRUCTIONS TO A PLURALITY OF DISTRIBUTED COMPUTER DEVICES	PCT/US2014/068112	12/02/2014
SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES	PCT/US2014/061343	10/20/2014
SYSTEM AND METHOD FOR INDIVIDUALIZED PRICING FOR HEALTHCARE	PCT/US2015/028728	05/01/2015
(Z002-7014) AGGREGATOR SYSTEM FOR ENABLING ONLINE ACCESS TO ENCOUNTER DATA FROM MULTIPLE DISPARATE SOURCE	15/222,094	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLEAR PRICE	86/398,549	09/18/2014
GET WELL SOONER	4,044,897	10/25/2011
MISCELLANEOUS DESIGN (Classic Pose)	4,379,865	08/06/2013
MISCELLANEOUS DESIGN (Waist Up)	4,387,480	08/20/2013
MISCELLANEOUS DESIGN (ZocStar)	4,487,200	02/25/2014
ZOCDOC	3,408,771	04/08/2008
ZOCDOC CLEAR PRICE	86/398,505	09/18/2014
ZOCSTAR	4,308,016	03/26/2013
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

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.