

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zoom Management, Inc.		12/11/2017	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Endeavour Capital Fund VI, L.P.		
<b>Street Address:</b>	1001 Fourth Avenue, Suite 4301		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98154		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87076010	DIGITALIST	
<b>Serial Number:</b>	87251267		
<b>Serial Number:</b>	87221615	CHATCARE	
<b>Serial Number:</b>	87238057		
<b>Registration Number:</b>	5298331	THE ULTIMATE SELFIE.	
<b>Serial Number:</b>	87076017	ULTIMATE SELFIE	
<b>Serial Number:</b>	87076026	SOCIAL HEALTH NETWORK	
<b>Serial Number:</b>	87238054	ZOOM	
<b>Serial Number:</b>	87238047	ZOOM	
<b>Serial Number:</b>	87238044	ZOOM	
<b>Serial Number:</b>	87238039	ZOOM CARE	
<b>Serial Number:</b>	87238033	ZOOM CARE	
<b>Serial Number:</b>	86618966	SARAH 7	
<b>Serial Number:</b>	86618956	MOT5	
<b>Serial Number:</b>	86625788	5 MOMENTS OF TRUTH	
<b>Registration Number:</b>	5261583	TWICE. 1/2. TEN	
<b>Registration Number:</b>	5247073	ZOOM+	
<b>Registration Number:</b>	5096335	ZOOM+CARE	
<b>Registration Number:</b>	5096334	ZOOM+SUPER	

OP \$740.00 87076010

Property Type	Number	Word Mark
Registration Number:	5037422	ZOOM
Registration Number:	5032745	PERFECT VISIT
Registration Number:	5028100	PERFORMANCE HEALTH INSURANCE
Registration Number:	4456267	ZOOMCARE
Registration Number:	4271007	ZOOMCARE HEALTHCARE ON DEMAND
Registration Number:	4522430	ZOOMWARE
Registration Number:	4221020	HEALTHCARE ON DEMAND
Registration Number:	4247668	ONE PRICE NO BILLS
Registration Number:	4302531	TAKEOUT
Registration Number:	3843647	ZOOMCARE

**CORRESPONDENCE DATA**

**Fax Number:** 2063599000

*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:** 206-359-8000

**Email:** pctrademarks@perkinscoie.com

**Correspondent Name:** John P. Halski

**Address Line 1:** 1201 Third Avenue, Suite 4900

**Address Line 4:** Seattle, WASHINGTON 98101

<b>NAME OF SUBMITTER:</b>	John P. Halski
<b>SIGNATURE:</b>	/John P. Halski/
<b>DATE SIGNED:</b>	12/22/2017

**Total Attachments: 12**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**") is entered into as of December 11, 2017 between **ZOOM MANAGEMENT, INC.**, an Oregon corporation (the "**Company**"), and **ENDEAVOUR CAPITAL FUND VI, L.P.**, as collateral agent for the Holders (as defined herein) ("**Collateral Agent**").

**1. Recitals.** Pursuant to the Purchase Agreement, the Company has agreed to issue Notes to the Holders, which Notes are to be secured by the Collateral (each such term as defined below). Collateral Agent is the collateral agent on behalf of all of the Holders.

**2. Definitions.** Whenever used in this Agreement, the following terms are defined as follows and all other terms will, unless the context indicates otherwise, have the meanings provided for by the Code to the extent such terms are defined therein:

"**Code**" means the Uniform Commercial Code of the State of Oregon as amended from time to time.

"**Collateral**" means (a) all of the Company's property and rights in and to property, including all accounts, general intangibles, goods, fixtures, inventory, equipment, money, letter of credit rights, supporting obligations, instruments, chattel paper, deposit accounts, documents and investment property; (b) all of the Company's products, proceeds, rents and profits of the foregoing; and (c) all of the foregoing, whether now owned or existing or hereafter acquired or arising or in which the Company now has or hereafter acquires any rights, including, without limitation; (i) all funded surplus notes issued to the Company by Zoom Health Plan, Inc., an Oregon corporation ("**ZHP**"), whether now existing or hereafter acquired; (ii) all insurance proceeds received by the Company with respect to claims related to allegations of the Oregon Department of Consumer & Business Services; and (iii) all of the Company's interest in distributions from ZHP upon the winding down and dissolution of its business, including the payment of all amounts owing under any surplus notes; provided that the Collateral shall not include any Excluded Property.

"**Event of Default**" means any of the events listed in Section 4.3 of the Notes.

"**Excluded Property**" means, collectively: (a) any lease, license or other agreement or contract to the extent that a grant of a Lien therein would require a consent not obtained or violate or invalidate such lease, license or agreement or contract or create a right of termination in favor of any other party thereto; (b) any asset or property to the extent that the grant of a security interest is prohibited by applicable law, rule or regulation or requires a consent not obtained of any governmental authority pursuant to such applicable law, rule or regulation, in each case (for both clauses (a) and (b)) after giving effect to the applicable anti-assignment provisions of the Code and other applicable law and other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Code or other applicable law notwithstanding such prohibition; (c) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant,

attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and (d) any equipment that is subject to a Lien securing purchase-money indebtedness if and so long as the related loan documents prohibit a Lien in favor of Collateral Agent.

**"Holders"** means the holders of the Notes.

**"Lien"** means any mortgage, pledge, lien, claim, charge, encumbrance, security interest or conditional sale agreement, capital lease or other title retention agreement.

**"Loan Documents"** means this Agreement and each instrument, document and agreement now or hereafter existing evidencing the Company's indebtedness to the Holders under the Notes, including, without limitation, the Notes and the Purchase Agreement, and any other instrument, document and agreement contemplated hereby or thereby.

**"Notes"** means the Secured Convertible Promissory Notes issued by the Company to the Holders pursuant to the Purchase Agreement.

**"Obligations"** means all of the Company's obligations to the Holders under the Loan Documents.

**"Permitted Liens"** means (A) Liens created pursuant to or arising under any Loan Document, (B) the existing Liens listed on Schedule A hereto, (C) Liens granted to banks or other financial institutions in connection with commercial loans, (D) Liens resulting from a judgement or other claim that is paid within ten (10) days after the Company receives notice thereof (or such longer period of time to the extent the action or event is stayed or an adequate bond has been posted pending a good faith contest by the Company) and (E) Liens for taxes or assessments or other government charges or levies if not yet due and payable or, if due and payable, if they are being contested in good faith by appropriate proceedings.

**"Person"** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (or political subdivision or agency thereof).

**"Purchase Agreement"** means the Note and Warrant Purchase Agreement dated as of the date hereof among the Company and the investors listed on Exhibit A thereto.

### **3. Grant of Security Interest.**

(A) As security for the full and prompt payment in cash, satisfaction, and performance of all of the Obligations, the Company hereby grants to Collateral Agent, for the benefit of the Holders, a security interest in the Collateral.

(B) Contemporaneously herewith, the Company has delivered to Collateral Agent all existing original promissory notes (other than such promissory notes that the Company is

unable to locate after making a diligent search therefor) and all original certificates representing equity interests in other entities included within the definition of Collateral and will promptly deliver all subsequent original promissory notes and original certificates representing equity interests issued to the Company included within the definition of Collateral. The Company will perform all steps reasonably requested by Collateral Agent to perfect, maintain and protect the Collateral Agent's security interest in the Collateral. Collateral Agent will have no duty of care with respect to the Collateral, except that Collateral Agent will exercise reasonable care with respect to Collateral in Collateral Agent's custody, but will be deemed to have exercised reasonable care if such property is accorded treatment substantially equal to that which Collateral Agent accords its own property. Collateral Agent's failure to take steps to preserve rights against any Person or property will not be deemed to be a failure to exercise reasonable care.

**4. Representations and Warranties.** The Company represents and warrants as follows:

(A) The Company has good title to and ownership of the Collateral, free and clear of all Liens, except Permitted Liens;

(B) The Company's execution, delivery and performance of this Agreement are within its corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene its Articles of Incorporation or Bylaws, as currently in effect, (ii) contravene any restriction in any contract to which the Company is a party or applicable law, or (iii) result in, or require the creation or imposition of, any Lien on its property, except the Lien created hereby; and

(C) This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

**5. Covenants.** Until the Obligations are fully paid, performed and satisfied, the Company covenants that, at its expense, it will:

(A) keep the Collateral free and clear of all Liens, except Permitted Liens, and pay when due all taxes, assessments and governmental charges levied or assessed or imposed on or with respect to any Collateral, except for taxes, assessments or governmental charges being contested in good faith by appropriate proceedings;

(B) not permit any Lien, other than Permitted Liens, to exist on the Collateral, nor sell, lease, or otherwise dispose of or transfer, whether by sale, merger, consolidation, liquidation, dissolution, or otherwise, any of the Collateral except (i) the use of money in a manner not prohibited by the Loan Documents provided that the foregoing shall not permit the use of money held in an account with respect to which the Collateral Agent has instructed the applicable bank to no longer comply with instructions originated by the Company; (ii)

inventory sold in the ordinary course of business and at fair market value; (iii) assets no longer used or useful in the conduct of the business that are sold at fair market value; (iv) dispositions resulting from a taking or condemnation or assets subject to a casualty; and (v) other property sold at fair market value in an aggregate price not to exceed (y) \$100,000 for any single property or group of related properties or (z) \$250,000 in the aggregate;

(C) not change its name or change its jurisdiction of organization unless (i) the Company gives Collateral Agent ten (10) days' prior written notice of the intended name change or change of jurisdiction of organization, and (ii) the Company executes and delivers to Collateral Agent such agreements, documents and instruments as Collateral Agent deems reasonably necessary or desirable to protect its interests in the Collateral; and

(D) from time to time provide Collateral Agent such information with respect to the Company and ZHP as Collateral Agent may reasonably request.

## **6. Collateral Agent's Rights and Remedies.**

(A) Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may, in addition to any other rights and remedies contained in the Loan Documents, exercise all of the rights and remedies of a secured party under the Code and all other applicable law, all of which rights and remedies will be cumulative and nonexclusive to the extent permitted by law.

(B) Collateral Agent shall have no obligation (i) to preserve any rights to the Collateral against any Person, (ii) to pursue or exhaust any rights or remedies with respect to any of the Collateral or any other security for the Obligations, or (iii) to marshal any assets in favor of the Company or any other Person against or in payment of any or all of the Obligations.

(C) The Company hereby appoints Collateral Agent or any other Person whom Collateral Agent may designate, as the Company's attorney-in-fact, with power during the continuation of an Event of Default, to do all things necessary to perfect the Collateral Agent's security interest in the Collateral, to preserve and protect the Collateral and to otherwise carry out this Agreement; provided, however, that nothing contained in this Section 6(C) will be construed as requiring or obligating Collateral Agent to take any action. The Company hereby ratifies and approves all acts of such attorney-in-fact, and neither Collateral Agent nor the attorney-in-fact will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law. This power being coupled with an interest is irrevocable until the Obligations have been fully and indefeasibly paid, in cash, and satisfied.

(D) Collateral Agent hereby covenants and agrees with the Company that:

(i) it shall not deliver a "Notice of Exclusive Control" as defined in the Deposit Account Control Agreement dated December 11, 2017 (the "**Premier DACA**") between the Company, Collateral Agent and Premier Community Bank unless and until an Event of Default has occurred and is continuing; and

(ii) from and after the time Collateral Agent delivers a Notice of Exclusive Control to Premier Community Bank under the Premier DACA, Collateral Agent shall thereafter make available to the Company, for its use as described in the last sentence of this Section 6(D)(ii), money that is on deposit in the accounts covered by the Premier DACA (the “**Covered Accounts**”) in an amount of not less than \$400,000 in the aggregate. For the avoidance of doubt, if the aggregate balance of the Covered Accounts is less than \$400,000 when the Collateral Agent delivers a Notice of Exclusive Control under the Premier DACA, Collateral Agent shall thereafter make available to the Company all money that is then on deposit in the Covered Accounts plus all future deposits made into the Covered Accounts until the Collateral Agent has made available to the Company money that is on deposit in the Covered Accounts in an amount of not less than \$400,000 in the aggregate. The Company covenants and agrees with Collateral Agent that it shall only use funds made available to it as described in this Section 6(D)(ii) for expenditures in the Company’s ordinary course of business to make payroll and pay other normal expenses of the Company.

**7. Waivers.** All of the Collateral Agent's rights with respect to the Collateral will continue unimpaired, and the Company will remain obligated in accordance with the terms hereof, notwithstanding (i) any release or substitution of other security for the Obligations, (ii) any failure to perfect Collateral Agent's interest in the Collateral or other security, or (iii) any delay, extension of time, renewal, compromise or other indulgence granted by Collateral Agent or any Holder in reference to any Obligations. The Company waives all notice of any such delay, extension, release, substitution, renewal, compromise or other indulgence, and consents to be bound thereby as fully and effectively as if the Company had expressly agreed thereto in advance. No waiver by Collateral Agent will be effective unless it is in writing and then only to the extent specifically stated.

**8. Indemnity.**

(A) The Company shall pay all reasonable out-of-pocket expenses incurred by Collateral Agent (including the reasonable fees, charges and disbursements of counsel for Collateral Agent) in connection with the exercise of Collateral Agent's rights and remedies pursuant to the Notes and this Agreement.

(B) The Company shall indemnify Collateral Agent and each of Collateral Agent's officers, directors, employees, owners, agents and advisors (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party arising out of, in connection with, or as a result of (i) the administration of the Loan Documents and exercise of rights and remedies thereunder or hereunder, or (ii) any actual or prospective claim, litigation, investigation or proceeding brought by a third party relating to any of the foregoing, whether based on contract, tort or any other theory, and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not be available with respect to any claim by the Company, and

provided further that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(C) To the fullest extent permitted by applicable law, and except in respect of fraud or willful misconduct, neither the Company nor Collateral Agent shall assert, and each hereby waives, any claim against any Indemnitee or any party hereto on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of the Loan Documents, the administration of the Loan Documents or the exercise of rights and remedies thereunder or hereunder.

(D) All amounts due under this Section 8 shall be payable promptly upon demand therefor.

(E) References in this Agreement to fees and expenses of attorneys or counsel shall include all such fees and expenses, whether incurred at the trial or appellate level, in an arbitration or administrative proceeding, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or motion) or otherwise incurred.

(F) This Section 8 shall survive the payment or satisfaction in full and performance of all of the other Obligations.

## **9. Miscellaneous.**

(A) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail as follows:

To the Company:                      Zoom Management, Inc.  
1455 NW Irving Street, Suite 600  
Portland, Oregon 97209  
Attn: Dave Sanders, MD  
Email: dsanders@zoomcare.com

To Collateral Agent:                Endeavour Capital Fund VI, L.P.  
1001 Fourth Avenue, Suite 4301  
Seattle, Washington 98154  
Attn: Stephen Babson  
Email: seb@endeavourcapital.com

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by electronic mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of



business on the next business day for the recipient). Either party may change its address for notices and other communications hereunder by notice to the other party.

(B) No failure on the part of Collateral Agent to exercise, and no delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, powers, privileges and remedies that may otherwise be available to Collateral Agent.

(C) This Agreement may be amended or modified only by a written document executed by the Company and Collateral Agent. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

(D) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties; provided, however, that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent.

(E) If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.

(F) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to the conflict of laws provisions thereof, and any applicable laws of the United States.

**(G) THE COMPANY, TO THE FULLEST EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE COMPANY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. COLLATERAL AGENT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS**

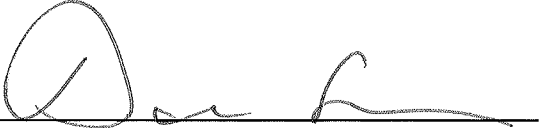
**SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS  
WAIVER BY THE COMPANY.**

(H) When all expenses, interest and principal due under the Notes has been paid (or has converted into equity of the Company as provided therein), the Collateral shall be released from the Liens created by this Agreement, and this Agreement and all obligations (other than those that expressly survive such termination) of the Collateral Agent and the Company shall terminate, and all rights to the Collateral shall revert to the Company, all without delivery of any instrument or any further action by any party (except for any Collateral then held by Collateral Agent, which shall be returned to the Company). The Collateral Agent shall deliver to the Company such documents as the Company shall reasonably request to evidence such termination.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first set forth above.

ZOOM MANAGEMENT, INC.

By:   
Name: David Sanders, M.D.  
Title: President

[Signature Page to Zoom Management, Inc. Security Agreement]

**TRADEMARK**  
**REEL: 006235 FRAME: 0365**

ENDEAVOUR CAPITAL FUND VI, L.P.

By: Endeavour Capital VI, L.L.C., a Delaware  
limited liability company, its general partner

By: 

Name: Stephen E. Babson

Title: Managing Member

SCHEDULE A

EXISTING LIENS

Filed at Oregon Secretary of State

#	Secured Party Name	Collateral Description	Filing Date	Filing No.
1.	Pacific Continental Bank	Collateral as listed in specific leases, loans, conditional sales agreements or other agreements with Secured Party. <i>Co-Debtor is Zoom Care, P.C.</i>	05/18/2011	8791025
2.	Leaf Capital Funding, LLC	Specific Equipment <i>Co-Debtor is Zoom Care, P.C.</i>	08/23/2013	89818453
3.	Leaf Capital Funding, LLC	Specific Equipment	06/26/2014	90161272
4.	US Bank Equipment Finance	Specific Equipment <i>Co-Debtor is ZoomCare Dental, P.C.</i>	03/03/2015	90379498
5.	Everbank Commercial Finance	Specific Equipment <i>Co-Debtor is Zoom Care, P.C.</i>	05/13/2015	90449571
6.	AGFA Finance Corporation	Specific Equipment	05/15/2015	90452614
7.	Cisco Systems Capital Corporation	Leased Equipment	05/19/2015	90455753
8.	Leaf Capital Funding, LLC	Specific Equipment <i>Co-Debtor is Zoomcare</i>	02/12/2016	90722382
9.	De Lage Landen Financial Services, Inc.	Leased Equipment	03/06/2017	91113969
10.	De Lage Landen Financial Services, Inc	Leased Equipment	07/11/2017	91263571
11.	De Lage Landen Financial Services, Inc	Leased Equipment	08/22/2017	91298938
12.	Endeavour Capital Fund VI, L.P.	All Assets	10/06/2017	91342619

<b>#</b>	<b>Secured Party Name</b>	<b>Collateral Description</b>	<b>Filing Date</b>	<b>Filing No.</b>
13.	Endeavour Associates Fund VI, L.P.	All Assets	10/06/2017	91342633