

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HALO HEALTH, INC.		12/18/2020	Corporation:
RECEIVING PARTY DATA			
Name:	ESPRESSO CAPITAL LTD.		
Street Address:	300-8 KING STREET EAST		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5C1B5		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5356739	THE CLINICAL COMMUNICATION COMPANY	
Serial Number:	87017562	THE HALO OF COMMUNICATION	
Registration Number:	5410565	DOC HALO	
Registration Number:	5410636	PATIENT HALO	
Registration Number:	5499517	HALO SPECTRUM	
Serial Number:	88291294	HALO PATIENT COORDINATOR	
Serial Number:	88310402	HALO CLINICAL COMMUNICATION PLATFORM	
Serial Number:	88852842	HALO	
Serial Number:	88324242	HALO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Lee Ann Dillon		

OP \$240.00 5356739

SIGNATURE:	/Lee Ann Dillon/
DATE SIGNED:	12/18/2020
Total Attachments: 4 source=4. Intellectual Property Security Agreement HALO HEALTH 2020-12-18.docx#page1.tif source=4. Intellectual Property Security Agreement HALO HEALTH 2020-12-18.docx#page2.tif source=4. Intellectual Property Security Agreement HALO HEALTH 2020-12-18.docx#page3.tif source=4. Intellectual Property Security Agreement HALO HEALTH 2020-12-18.docx#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated with effect December 18, 2020, between **HALO HEALTH, INC.** ("**Borrower**"), in favor of **ESPRESSO CAPITAL LTD.** ("**Espresso**").

WHEREAS, pursuant to the agreement between Borrower and Espresso dated December 18, 2020, as amended, modified, restated or replaced from time to time, (the "**Loan Facility and Security Agreement**"), Espresso has agreed to provide Borrower with certain financings,

AND WHEREAS, Borrower as security for its obligations under the Loan Facility and Security Agreement shall grant a security interest in certain intellectual property of Borrower under this Agreement,

Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and to induce Espresso to provide financings to Borrower thereunder, hereby agrees with Espresso as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement.

2. Grant of Security Interest in the Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Collateral**"):

- (a) all its trademarks, copyrights, domains and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 1 attached to this Agreement,
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and copyright, and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement and Borrower hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement as if fully set forth in this Agreement.

4. Borrower Remains Liable. Borrower hereby agrees, anything in this Agreement to the contrary notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense,


enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

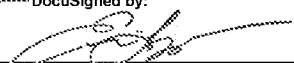
Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Halo Health, Inc.



DocuSigned by:
By 
Alessio Nasini, CFO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd.

DocuSigned by:
By 
Enrico Lazzar, CFO & COO

Schedule 1
To Intellectual Property Security Agreement

Owner	Trademark Application	Application No. / Reg. No.	Application Date/ Reg. Date
Halo Health, Inc.	THE CLINICAL COMMUNICATION COMPANY (WORD MARK)	87/017,596 5,356,739	04/26/2018 12/12/2017
Halo Health, Inc.	THE HALO OF COMMUNICATION (WORD MARK)	87/017,562	04/28/2016
Halo Health, Inc.	DOC HALO (WORD MARK)	87/356,173 5,410,565	03/02/2017 02/27/2018
Halo Health, Inc.	PATIENT HALO (WORD MARK)	87/371,475 5,410,636	03/15/2017 02/27/2018
Halo Health, Inc.	HALO SPECTRUM (WORD MARK)	87/592,742 5,499,517	08/31/2017 06/19/2018
Halo Health, Inc.	HALO PATIENT COORDINATOR (WORD MARK)	88/291,294	02/06/2019
Halo Health, Inc.	HALO CLINICAL COMMUNICATION PLATFORM (WORD MARK)	88/310,402	02/21/2019
Halo Health, Inc.	HALO (IMAGE) 	88/852,842	03/30/2020
Halo Health, Inc.	HALO (IMAGE) 	88/324,242	03/04/2019

Owner / Registrant	Domain Name	Date Created	Date Updated	Registry Expiration Date
Doc Halo	patienthalo.com	02/15/2013	-----	02/15/2021
Doc Halo	patienthalo.net	02/15/2013	-----	02/15/2021
Doc Halo	pharmhalo.com	02/18/2013	-----	02/18/2021
Doc Halo	contacthalo.com	04/11/2018	-----	04/11/2021
Doc Halo	halobridges.com	04/26/2018	-----	04/26/2021
Doc Halo	clinicalcollaborationplatform.com	06/11/2018	-----	06/11/2021
Doc Halo	haloccp.com	06/13/2018	-----	06/13/2021
Doc Halo	haloccp.net	06/13/2018	-----	06/13/2021
Doc Halo	haloccp.info	06/13/2018	06/14/2020	06/13/2021

Domains by Proxy, LLC	clinicalcollaborationplatforms.com	06/17/2018	-----	06/17/2021
Domains by Proxy, LLC	clinicalcollaborationplatforms.net	06/17/2018	-----	06/17/2021
Domains by Proxy, LLC	clinicalcollaborationplatforms.org	06/17/2018	06/18/2020	06/17/2021
Domains by Proxy, LLC	clinicalcollaborationplatforms.info	06/17/2018	06/18/2020	06/17/2021
Doc Halo	letshalo.com	06/28/2018	-----	06/28/2021
Domains by Proxy, LLC	halomobility.com	08/02/2018	-----	08/02/2021
Domains by Proxy, LLC	halomobility.net	08/02/2018	-----	08/02/2021
Domains by Proxy, LLC	halomobility.info	08/02/2018	08/03/2020	08/02/2021
Domains by Proxy, LLC	haloappstore.com	08/04/2018	-----	08/04/2021
Domains by Proxy, LLC	missioncriticalmobile.com	08/09/2018	-----	08/09/2021
Doc Halo	halocarecloud.com	08/19/2017	-----	08/19/2022
Doc Halo	halocarecloud.net	08/19/2017	-----	08/19/2021
Doc Halo	haloclinicalcloud.com	08/20/2017	-----	08/20/2021
Doc Halo	halocarecloud.org	08/19/2017	08/20/2020	08/19/2021
Doc Halo	thehaloplatform.com	08/21/2017	-----	08/21/2021
Doc Halo	halomobilecontrol.com	08/23/2018	-----	08/23/2021
Amazon Registrar, Inc.	mobilizealerts.com	11/21/2018	-----	11/21/2021
Halo	mostinterestingnurse.com	10/02/2018	-----	10/02/2021
Doc Halo	halocommunications.net	10/14/2013	-----	10/14/2021
Doc Halo	halocommunications.org	10/14/2013	10/15/2020	10/14/2021
Doc Halo	halocommunications.info	10/14/2013	10/15/2020	10/14/2021