

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthdatainsights, Inc.		07/23/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2151 E. Broadway Rd.		
Internal Address:	Suite 117		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2835358	CLINICAL COMPASS PLUS	
Registration Number:	3187832	FINANCIAL COMPASS PLUS	
Registration Number:	2678107	INPATIENT COST DIAGNOSTIC	
Registration Number:	3353174	MYHEALTHCOMPASS QUALITY MATTERS. CHOOSE WISELY.	
Registration Number:	2637786	OUTPATIENT CHARGE ANALYSIS	
Serial Number:	77881040	CLAIMS INTEGRITY MATTERS.	
Serial Number:	77881019	CLAIMS INTEGRITY MATTERS.	
Serial Number:	85020101	HDI	
Serial Number:	77968973	INTEGRITY IS IN OUR DNA	
CORRESPONDENCE DATA			
Fax Number:	(703)519-1821		
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.			

CH \$240.00 2835358

900170587

TRADEMARK  
 REEL: 004270 FRAME: 0011

Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1725 Duke Street  
Address Line 2: Suite 625  
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1008805TM
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NAME OF SUBMITTER:	Christopher E. Kondracki
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Signature:	/Christopher E. Kondracki/
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Date:	08/30/2010
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 23, 2010 by and between **SILICON VALLEY BANK** ("Bank") and **HEALTHDATAINSIGHTS, INC.** ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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");

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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 sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed under the laws of the State of California, by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

7501 Trinity Peak Street, Suite 210  
Las Vegas, Nevada 89128  
Attn: General Counsel  
Fax: 702-240-5502  
E-mail: Brian.Fields@emailhdi.com

GRANTOR:

HEALTHDATAINSIGHTS, INC

By: 

Name: Brian Fields

Title: VP & General Counsel

Address of Bank:

2151 E. Broadway Rd.  
Suite 117  
Tempe, AZ 85282  
Attn: Mark Thylin  
Fax 480.967.5022  
[mthylin@svb.com](mailto:mthylin@svb.com)

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: Mark Thylin

Title: Deal Team Leader

TRADEMARK

REEL: 004270 FRAME: 0015

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed under the laws of the State of California, by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

HEALTHDATAINSIGHTS, INC

7501 Trinity Peak Street, Suite 210  
Las Vegas, Nevada 89128  
Attn: President & CEO  
Fax: (702) 639-1515  
Email: [andrea.benko@emailhdi.com](mailto:andrea.benko@emailhdi.com)


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021  
Attn: Ms. Mimi Stover  
Fax 303-410-3473  
[kstover@svb.com](mailto:kstover@svb.com)

By:   
Name: ~~Mark Thylin~~ Kimberly A. Stover  
Title: ~~Deal Team Leader~~ Relationship Manager

[Signature Pages to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004270 FRAME: 0016

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

HDI 2010 Website

(pending, no serial  
assigned yet,  
electronic tracking  
no: 1-387489251)

**EXHIBIT B**

**Patents**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CLAIMS INTEGRITY MATTERS	Pending - 77881040	11/25/09
CLAIMS INTEGRITY MATTERS	Pending - 77881019	11/25/09
CLINICAL COMPASS PLUS	Registered - 78086703/2835358	4/20/04
FINANCIAL COMPASS PLUS	Registered - 78086699/3187832	12/19/06
HDI	Pending - 85020101	4/21/10
INPATIENT COST DIAGNOSTIC	Registered - 78086482/2678107	10/29/02
INTEGRITY IS IN OUR DNA	Pending - 77968973	3/25/10
MYHEALTHCOMPASS QUALITY MATTERS. CHOOSE WISELY.	Registered - 78239253/3353174	7/18/06
OUTPATIENT CHARGE ANALYSIS	Registered - 78086332/2637786	10/15/02
HDI & Design	Pending - 85020101	4/21/10

**EXHIBIT D**

**Mask Works**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

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