

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
MEDSPHERE SYSTEMS CORPORATION		01/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2887467	MEDSPHERE
Registration Number:	3759347	MEDSPHERE
Registration Number:	3741203	MEDSPHERE
Registration Number:	3741202	MEDSPHERE
Registration Number:	3217466	MEDSPHERE PROVEN HEALTHCARE INFORMATION SOLUTIONS
Registration Number:	3756172	MEDSPHERE.ORG
Registration Number:	2987270	OPENVISTA
Registration Number:	3759346	OPENVISTA
Registration Number:	3741200	
Registration Number:	3741201	
Registration Number:	2604744	VUECENTRIC

CORRESPONDENCE DATA

CH \$290.00 2887467

Fax Number: 9193541278
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	02/07/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 25, 2013 by and between SQUARE 1 BANK ("*Bank*") and MEDSPHERE SYSTEMS CORPORATION, a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated on or about 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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

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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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS



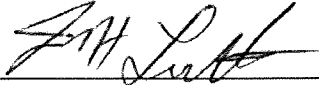
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**MEDSPHERE SYSTEMS
CORPORATION**

1903 Wright Place, Suite 120
Carlsbad, CA 92008

By: 

Name: Irv H. Lichtenwald

Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: 

Name: Patricia Cahill

Title: AVP

[Signature Page to Intellectual Property Security Agreement]



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
CPRS v26.	TX0006947523	2009-03-05
Open Vista 1.0.	TX0006947529	2009-02-25
Open Vista 1.5.	TX0006947531	2009-02-25
Open Vista 1.5 spl.	TX0006947530	2009-02-25

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None		

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EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
MEDSPHERE	78/110109 2887467	21-Feb-2002 21-Sept-2004
MEDSPHERE	3759347 78/694818	9-Mar-2010 17-Aug-2005
MEDSPHERE (stylized and/or with design)	3741203 78/694830	19-Jan-2010 17-Aug-2005
MEDSPHERE (stylized and/or with design)	3741202 78/694826	19-Jan-2010 17-Aug-2005
MEDSPHERE PROVEN HEALTHCARE INFORMATION SOLUTIONS (stylized and/or with design)	78/830555 3217466	06-Mar-2006 13-Mar-2007
MEDSPHERE.ORG	3756172 78/704354	2-Mar-2010 31-Aug-2005
OPENVISTA	78/333895 2987270	26-Nov-2003 23-Aug-2005
OPENVISTA	3759346 78/694816	9-Mar-2010 17-Aug-2005
Design only	3741200 78/694820	19-Jan-2010 17-Aug-2005

20080818



Design only

3741201 19-Jan-2010
78/694822 17-Aug-2005

VUECENTRIC

76/334830 06-Nov-2001
2604744 06-Aug-2002

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