

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
PATIENT CONVERSATION MEDIA INC.		03/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	7000 North Mopac
Internal Address:	Suite 360
City:	Austin
State/Country:	TEXAS
Postal Code:	78731
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Serial Number:	85546213	1-800-THERAPIST
Serial Number:	85530021	1-800-ALLERGIST
Serial Number:	85530013	1-800-ONCOLOGIST
Serial Number:	85496426	1-800-TYPE-ONE
Registration Number:	4186155	1-800-MY-KIDNEY
Serial Number:	85394705	RXWIKI
Registration Number:	4128869	1-800-TKO-CANCER
Registration Number:	4113726	1-800-THERAPIST
Serial Number:	85546218	DIGITAL WAITING ROOM
Registration Number:	4078306	1-800-HOUSECALL

CORRESPONDENCE DATA	
Fax Number:	4049626571

CH \$265.00 85546213

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

Phone: 404.885.3335
Email: ben.wiles@troutmansanders.com
Correspondent Name: BENJAMIN C. WILES
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.001375
NAME OF SUBMITTER:	Benjamin C. Wiles
Signature:	/Benjamin C. Wiles 63174/
Date:	04/02/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 11, 2013 by and between SILICON VALLEY BANK, a California corporation (“Bank”) and PATIENT CONVERSATION MEDIA INC., a Delaware corporation (“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 among Bank, Grantor, RXWIKI INC., a Delaware corporation, DAILYRX, INC., a Delaware corporation, 1-800-THERAPIST, INC., a Delaware corporation, and 1-800-ONCOLOGIST, INC., a Delaware corporation, dated as of the date hereof (as the same may be amended, modified, supplemented or restated 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:

(a) 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”);

(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 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.

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 by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4315 Guadalupe Street, Suite 200
Austin, Texas 78751

Attn: Don Hackett, CEO

GRANTOR:

PATIENT CONVERSATION MEDIA INC.

By: Don Hackett
Name: Donald Hackett
Title: CEO

Address of Bank:

7000 North Mopac, Suite 360
Austin, Texas 78731

Attn: Priya Iyer

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 004996 FRAME: 0796

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.

Address of Grantor:

4315 Guadalupe Street, Suite 200
Austin, Texas 78751

Attn: Don Hackett, CEO

GRANTOR:

PATIENT CONVERSATION MEDIA INC.

By: _____

Name:

Title:

Address of Bank:

7000 North Mopac, Suite 360
Austin, Texas 78731

Attn: Priya Iyer

BANK:

SILICON VALLEY BANK

By:  _____

Name: PRIYA IYER

Title: RELATIONSHIP MANAGER

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 004996 FRAME: 0797

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1-800-THERAPIST	85/546,213	February 17, 2012
1-800-ALLERGIST	85/530,021	January 31, 2012
1-800-ONCOLOGIST	85/530,013	January 31, 2012
1-800-TYPE-ONE	85/496,426	December 15, 2011
1-800-MY-KIDNEY	4,186,155	August 7, 2012
RXWIKI	85/394,705	August 10, 2011
1-800-TKO-CANCER	4,128,869	April 17, 2012
1-800-THERAPIST	4,113,726	March 20, 2012
DIGITAL WAITING ROOM	85/546,218	February 17, 2012
1-800-HOUSECALL	4,078,306	December 27, 2011
RXWIKI (European Community)	010634335	July 06, 2012

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		