

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
Phreesia, Inc.		09/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital Partners SBIC I, L.P.		
Street Address:	300 West Sixth Street, Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3491250	PHREESIA	
Registration Number:	3491251	PHREESIA	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0153		
NAME OF SUBMITTER:	Nam H. Huynh		
Signature:	/Nam H. Huynh/		

OP \$65.00 3491250

TRADEMARK

Date:

09/09/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2013 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**"), **PHREESIA, INC.**, a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

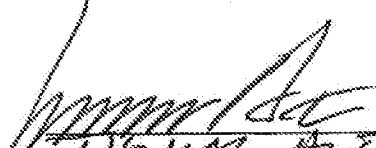
AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

BORROWER:

PHREESIA, INC.,
a Delaware corporation

By: 
Name: Thomas Allen
Title: CEO

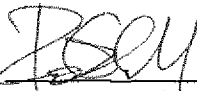
Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 
Name: Ross Cockrell
Title: Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK
REEL: 005109 FRAME: 0866

SCHEDULE A
Copyrights

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

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method and system for determining a patient's responsibility to a provider	2012043620	December 2, 2011

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHREESIA	3491250	August 26, 2008
PHREESIA	3491251	August 26, 2008

SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 09/09/2013

**TRADEMARK
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