

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
INSTAMED COMMUNICATIONS, LLC		09/30/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	HERCULES TECHNOLOGY II, L.P.		
Street Address:	400 Hamilton Ave.		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3403493	INSTAFUND	
Registration Number:	3403492	INSTAAUTH	
Registration Number:	3321963	INTEGRATED ERA/EFT	
Serial Number:	86032836	INTEGRATED ERA/EFT	
Serial Number:	85688860	INSTAMED	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4088437195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Drive		

OP \$140.00 3403493

Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	HERCULES-INSTAMED (TMS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	09/30/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 30, 2013 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and INSTAMED COMMUNICATIONS, LLC, a Pennsylvania limited liability company ("Grantor").

RECITALS

A. Lender 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 Lender and Grantor (among others) dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 service mark rights, whether registered or not, applications to register and registrations of the same and like protections, excluding "intent-to-use" applications to the

extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademarks (or Trademark applications) under applicable federal law, and the entire goodwill of the business of Grantor 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, 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.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INSTAMED COMMUNICATIONS, LLC.

1880 John F. Kennedy Blvd., 12th Floor
Philadelphia, PA 19103
Attn:

By: 
Title: President & CEO

LENDER:

Address of Lender:

HERCULES TECHNOLOGY II, L.P.

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: April Young

By: Hercules Technology SBIC Management,
LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INSTAMED COMMUNICATIONS, LLC.

1880 John F. Kennedy Blvd., 12th Floor
Philadelphia, PA 19103
Attn:

By: _____

Title: _____

LENDER:

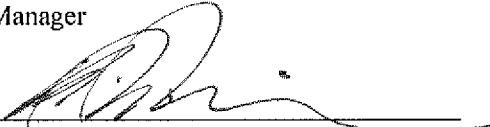
Address of Lender:

HERCULES TECHNOLOGY II, L.P.

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: April Young

By: Hercules Technology SBIC Management,
LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its
Manager

By:  _____

Title: K. Nicholas Martitsch
Associate General Counsel

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED HEALTHCARE AND FINANCIAL CARD	20070100664	05/03/2007
	11556551	11/03/2006
SYSTEM AND METHOD OF ACCELERATED HEALTH CARE CLAIM PAYMENT	20090157435	06/18/2009
	12332958	12/11/2008
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	20120296815	11/22/2012
	13559904	07/27/2012
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	8538875	09/17/2013

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED ERA/EFT	86032836	08/08/2013
INSTAMED	4386738	08/20/2013
	85688860	07/27/2012
INSTAFUND	3403493	03/25/2008
INSTAAUTH	3403492	03/25/2008
INTEGRATED ERA/EFT	3321963	10/23/2007

EXHIBIT D
MASK WORKS

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