

## 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
Archimedes, Inc.		10/11/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kaiser Foundation Hospitals		
Street Address:	One Kaiser Plaza		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	a California nonprofit public benefit corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4056882	INDIGO	
Registration Number:	3626603	ARCHIMEDES MOVING MEDICINE THROUGH MATHE	
Registration Number:	3990447	ARCHES	
Registration Number:	3545008	ARCHIMEDES	
Registration Number:	3303348	ARCHIMEDES	
Serial Number:	77824116	GO SCORE CALCULATOR	
Serial Number:	77824162	GO SCORE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 268-7000		
Email:	jll9@mofo.com, lmh3@mofo.com		
Correspondent Name:	Lynn Humphreys/Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		

CH \$190.00 4056882

ATTORNEY DOCKET NUMBER:	07188-286
NAME OF SUBMITTER:	Lynn Humphreys
Signature:	/Lynn Humphreys/
Date:	10/15/2013
<p>Total Attachments: 12 source=3443_001#page1.tif source=3443_001#page2.tif source=3443_001#page3.tif source=3443_001#page4.tif source=3443_001#page5.tif source=3443_001#page6.tif source=3443_001#page7.tif source=3443_001#page8.tif source=3443_001#page9.tif source=3443_001#page10.tif source=3443_001#page11.tif source=3443_001#page12.tif</p>	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 11, 2013, is made between Archimedes, Inc., a California corporation (the "*Grantor*") and Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (the "*Secured Party*").

WITNESSETH:

WHEREAS, Grantor and Secured Party are parties to that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantor has granted to the Secured Party a security interest in all of the Grantor's personal property, including the intellectual property identified below, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, to supplement the Secured Party's security interest in such intellectual property pursuant to the Security Agreement, the Grantor is executing and delivering this Agreement:

### Section 1. Definitions; Interpretation.

(a) **Terms Defined in Security Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*PTO*" means the United States Patent and Trademark Office.

"*Security Agreement*" has the meaning set forth in the recitals hereto.

(c) **Terms Defined in UCC.** Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Interpretation.** The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### Section 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, Grantor hereby grants, assigns, and conveys to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule A**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule B**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) **Continuing Security Interest.** Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with **Section 12**.

**Section 3. Supplement to Security Agreement.** This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

**Section 4. Representations and Warranties.** Grantor represents and warrants to Secured Party that:

(a) **Patents.** A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in **Schedule A**.

(b) **Trademarks.** A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in **Schedule B**.

**Section 5. Further Acts.** On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

**Section 6. Authorization to Supplement.** If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this **Section 6**, Grantor authorizes Secured Party to modify this Agreement by amending **Schedule A** or **B** to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** or **B** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A** or **B**.

**Section 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor and Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

**Section 8. Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Notes. All such notices and other communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as distribution of informational documents or documents for execution by the parties thereto, and may not be used for any other purpose.

**Section 9. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

**Section 10. Amendment; Conflict.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of Grantor and Secured Party. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

**Section 11. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

**Section 12. Termination.** Upon the indefeasible payment in full of all Secured Obligations, the security interests created by this Agreement automatically shall terminate and the Secured Party shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence such termination, including cancellation of this Agreement by written notice from Secured Party to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR  
ARCHIMEDES, INC.

By

Name:

Title:

  
Bradley Luke  
CFO

SECURED PARTY  
KAISER FOUNDATION HOSPITALS

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

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**Section 11. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

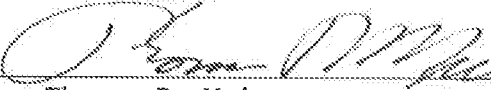
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR  
ARCHIMEDES, INC.

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

SECURED PARTY  
KAISER FOUNDATION HOSPITALS

By   
Name: Thomas R. Meier  
Title: Senior Vice President and Treasurer

**Schedule A**  
**to Patent and Trademark Security Agreement**

**ISSUED U.S. PATENTS OF THE GRANTOR**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
7136787	11/14/06	Leonard Schlessinger, David Eddy	Generation of Continuous Mathematical Model for Common Features of a Subject Group
8224665	7/17/12	MacDonald Morris	Estimating Healthcare Outcomes for Individuals
8538773	9/17/13	David M. Eddy, Joshua Adler, MacDonald Morris	Healthcare Quality Measurement



PENDING U.S. PATENT APPLICATIONS OF THE GRANTOR

Application No.	Issue Date/ Publication Date	Inventor	Title
10/763,653	6/9/05	Leonard Schlessinger, David Eddy	Generating a Mathematical Model for Diabetes
10/668,509	9/23/03	Leonard Schlessinger	Generating a Mathematical Model for Diabetes
61/110,461	10/31/08	Donald Morris, Bradley Peterson	Individualized Ranking of Risk of Health Outcomes
PCT US10/36266	10/2/10	David Eddy, Joshua Adler, MacDonald Morris	Healthcare Quality Measurement
61/181,663	5/27/09	David Eddy, Joshua Adler, MacDonald Morris, Barbara Peskin, Montiago Labute, Ken Macrae, Katrine Montinola, Marc Cohen	Computer Analysis of Cardiovascular Disease
61/181,636	5/27/09	David Eddy, Joshua Adler, Don Morris	Protecting Your Invention Outside the United States
60/707,696		Leonard Schlessinger	Dynamic Healthcare Modeling
PCT US06/31522	8/11/06	Leonard Schlessinger, David Eddy	Dynamic Healthcare Modeling
PCT US09/62005	10/26/09	Don Morris, Bradley Patterson, Peter Alperin	Individualized Ranking of Risk of Health Outcomes
PCT US10/55010	11/1/10	MacDonald Morris, Donald Lucas	Using Data Imputation to Determine and Rank of Risks of Health Outcomes
11/503,393	8/11/2006	Leonard Schlessinger, David Eddy	Dynamic Healthcare Modeling
06789730.6	8/11/2006	Leonard Schlessinger, David Eddy	Dynamic Healthcare Modeling
10/025,964	12/19/2001	Leonard Schlessinger, David Eddy	Generation Of Continuous Mathematical Model


Application No.	Issue Date/ Publication Date	Inventor	Title
			For Common Features Of A Subject Group
02801212.8	12/17/2002	Leonard Schlessinger, David Eddy	Generation Of Continuous Mathematical Model For Common Features Of A Subject Group
2470733	12/17/2002	Leonard Schlessinger, David Eddy	Generation Of Continuous Mathematical Model For Common Features Of A Subject Group
12/476,907	6/2/2009	Macdonald Morris, R. Bradley Patterson, Peter Alperin	Individualized Ranking Of Risk Of Health Outcomes
12/347,969	12/31/2008	Helene Grossman, Tania Boniske, David Kendrick	Generating Healthcare Code And Cost Output From A Simulation Of Healthcare Processes
12/146,727	6/26/2008	Macdonald Morris	Estimating Healthcare Outcome For Individuals
13/448,055	4/16/2012	Macdonald Morris	Estimating Healthcare Outcome For Individuals - Continuation
12/788,242	5/26/2010	David M. Eddy, Josua Adler, Macdonald Morris	Healthcare Quality Measurement
13/462,671	41031	Macdonald Morris, John Challis	Methods For Healthcare Risk Optimization
13/096,902	4/28/2011	Julia Dziuba, Paul Jasper, Brian Zuzga, Sajan Alexander, Carl Anderson, Helene Grossmann, Amory Schlender, Lena Sherbakaov, Kenny Shum	Techniques For Expressing Healthcare Processes As Workflow
12/611,785	11/3/2009	Macdonald Morris, Don Lucas	Using Data Imputation To Determine And Rank Risks Of Health Outcomes

<b>Application No.</b>	<b>Issue Date/ Publication Date</b>	<b>Inventor</b>	<b>Title</b>
13/098,323	4/29/2011	Kurt A. Smith, Macdonald Morris	Historical Data In Healthcare Risk Prediction
13/108,893	5/16/2011	Amory Schlender, Helene Grossman, Peter Alperin	Computer Simulation Of Response To Treatment For Diseases With An Inflammatory Component
13/099,284	5/2/2011	James C. Atwood, Benjamin I. Rosner, Tuan A. Dinh	Simulation-Based Family History Methods In Healthcare Risk Prediction
13/791,810	3/8/2013	Andy Schuetz, Marc Cohen	Interactive Healthcare Modeling
13/841,118	3/15/2013	Adam Guetz	Interactive Healthcare Modeling With Continuous Convergence
60/980,696	39372	David M. Eddy	Health Care Simulator
61/110,461	39752	Macdonald Morris	Individualized Ranking Of Risk Of Health Outcomes
61/181,636	39960	David M. Eddy, Joshua Adler, Macdonald Morris	Healthcare Quality Measurement
61/177,593	39945	David M. Eddy, Joshua Adler, Macdonald Morris	Generating And Using Personal Healthcare Guidelines
61/181,663	39960	David M. Eddy, Joshua Adler, Macdonald Morris, Barbara R. Peskin, Montiano X. Labute, Ken Macrae, Teresita Katrina Montinola, Marc- David Cohen	Computer Analysis Of Cardiovascular Disease
PCT/US09/48803	39990	Macdonald Morris	Estimating Healthcare Outcome For Individuals
PCT/US09/62005	40112	Macdonald Morris, R. Bradley Patterson, Peter Alperin	Individualized Ranking Of Risk Of Health Outcomes

<b>Application No.</b>	<b>Issue Date/ Publication Date</b>	<b>Inventor</b>	<b>Title</b>
61/330,001	40298	James C. Atwood, Benjamin I. Rosner, Tuan A. Dinh. Macdonald Morris	Family History Methods In Healthcare Risk Prediction
61/481,703	40665	Macdonald Morris	Methods For Healthcare Risk Optimization
PCT/US10/36266	40324	David M. Eddy, Josua Adler, Macdonald Morris	Healthcare Quality Measurement
61/345,067	40313	Gregory Wong, Mika Ernest Newton, Peter Alperin	Methods Of Analyzing Aggregated Simulated Healthcare Outcomes
61/345,071	40313	Amory Schlender, Helene Grossmann, Peter Alperin	Model Of Organ Function, Symptoms, Behavior And Response To Treatment For Diseases With An Inflammatory Component
61/351,469	40333	Ian Blumernfeld, George Waksman	Tracking Cardiac Function With A New Diagnostic Criteria For Congestive Heart Failure
PCT/US10/55010	40483	Macdonald Morris, Don Lucas	Using Data Imputation To Determine And Rank Risks Of Health Outcomes
PCT/US10/36266	5/26/2010	David M. Eddy, Josua Adler, Macdonald Morris	Healthcare Quality Measurement

**Schedule B**  
**to Patent and Trademark Security Agreement**

**U.S. TRADEMARKS OF THE GRANTOR**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
4056882	11/15/11	Archimedes, Inc.	IndiGO
3626603	5/26/09	Archimedes, Inc.	
3990447	7/5/11	Archimedes, Inc.	ARChES
3545008	12/9/08	Archimedes, Inc.	ARCHIMEDES
3303348	10/2/07	Archimedes, Inc.	ARCHIMEDES

PENDING U.S. TRADEMARKS APPLICATIONS OF THE GRANTOR

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77824116	9/10/09	Archimedes, Inc.	Go Score Calculator
77824162	9/10/09	Archimedes, Inc.	GO Score