

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
ZocDoc, Inc.		01/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4387480	
Registration Number:	4379865	
Registration Number:	4308016	ZOCSTAR
Registration Number:	4044897	GET WELL SOONER
Registration Number:	3408771	ZOCDOC
Serial Number:	85810042	

CORRESPONDENCE DATA

OP \$165.00 4387480

Fax Number: 4157774961

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

Phone: 415 981 1400

Email: gkiviat@grmslaw.com

Correspondent Name: Jeffrey T. Klugman

Address Line 1: Four Embarcadero Center, Suite 4000

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/0114 T
NAME OF SUBMITTER:	Jeffrey T. Klugman
Signature:	/Jeffrey T. Klugman/
Date:	01/16/2014

**Total Attachments: 7**

source=ZocDoc, Inc. - 67-0114#page1.tif

source=ZocDoc, Inc. - 67-0114#page2.tif

source=ZocDoc, Inc. - 67-0114#page3.tif

source=ZocDoc, Inc. - 67-0114#page4.tif

source=ZocDoc, Inc. - 67-0114#page5.tif

source=ZocDoc, Inc. - 67-0114#page6.tif

source=ZocDoc, Inc. - 67-0114#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of January 3, 2014, by and between ZOCCDOC, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the performance of all of Grantor's present or future Obligations under the Loan Agreement, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

- (a) Any Copyrights, including without limitation those set forth on Exhibit A attached hereto;
- (b) All Patents, including without limitation the patents and patent applications set forth on Exhibit B attached hereto; and
- (c) All Trademarks, including without limitation those set forth on Exhibit C attached hereto.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have

granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper, if any under the Loan Agreement.

2. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) in accordance with the Loan Agreement, subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

3. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 2 hereof to be made by Secured Party alone.

4. Counterparts. 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.

5. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

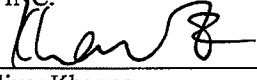
*[Signature Pages Follow]*

[Signature page to Intellectual Property Security Agreement]

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

**GRANTOR:**

ZOCDOC, INC.

By:   
Name: Oliver Kharraz  
Title: Chief Operating Officer

Address for Notices:

568 Broadway, 9<sup>th</sup> Floor  
New York, NY 10012  
Attn: VP of Legal Affairs  
Fax #: 646-807-4626  
Phone #: 212-715-8650

**SECURED PARTY:**

VENTURE LENDING & LEASING VI, INC.

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

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

VENTURE LENDING & LEASING VII, INC.

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

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

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

**GRANTOR:**

ZOCDOC, INC.

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

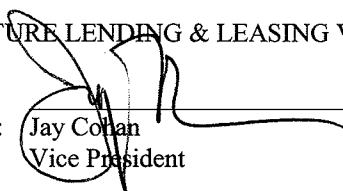
Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Phone #: \_\_\_\_\_

**SECURED PARTY:**

VENTURE LENDING & LEASING VI, INC.

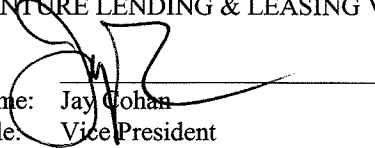
By:   
Name: Jay Cohan  
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

**SECURED PARTY:**

VENTURE LENDING & LEASING VII, INC.

By:   
Name: Jay Cohan  
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102  
Portola Valley, CA 94028  
Attn: Chief Financial Officer  
Fax # 650-234-4343  
Phone # 650-234-4300

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
<u>CENTRALIZED MARKETPLACE FOR HEALTHCARE APPOINTMENTS ACROSS PRACTICE GROUPS</u>	<u>12/210,664</u>	<u>09/15/2008</u>
<u>CONSUMER PORTAL FOR HEALTHCARE APPOINTMENTS ACROSS PRACTICE GROUPS</u>	<u>13/344,966</u>	<u>01/06/2012</u>
<u>DATA SYNCHRONIZATION FOR BOOKING OF HEALTHCARE APPOINTMENTS ACROSS PRACTICE GROUPS</u>	<u>12/210,765</u>	<u>09/15/2008</u>
<u>METHOD AND APPARATUS FOR MANAGING PHYSICAL PROFILE AND HEALTHCARE APPOINTMENT SERVICES</u>	<u>12/722,728</u>	<u>03/12/2010</u>
<u>METHOD AND APPARATUS FOR MANAGING PHYSICIAN REFERRALS</u>	<u>12/916,780</u>	<u>11/01/2010</u>
<u>SYSTEM AND METHOD FACILITATING PATIENT REGISTRATION ACROSS MULTIPLE PRACTICE GROUPS</u>	<u>13/279,683</u>	<u>10/24/2011</u>
<u>METHOD AND APPARATUS FOR GUIDING PATIENTS TOWARD HEALTHCARE GOALS</u>	<u>13/796,417</u>	<u>03/12/2013</u>
<u>SYSTEM AND METHOD FOR ACCESSING HEALTHCARE APPOINTMENTS FROM MULTIPLE DISPARATE SOURCES</u>	<u>14.059,957</u>	<u>10/22/2013</u>



EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
ZOCSTAR LOGO	85/810042	12/24/2012
WAIST UP	4387480	08/20/2013
CLASSIC POSE	4379865	08/06/2013
ZOCSTAR	4308016	03/26/2013
GET WELL SOONER	4044897	10/25/2011
ZOCDOC	3408771	04/08/2008

48046/0114  
JTK/444075.2