

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305009

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Streamline Health, Inc.		12/07/2011	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3927681	ACCESSANYWARE	
<b>Registration Number:</b>	1683663	CHARTVISION	
<b>Registration Number:</b>	3180015	STREAMLINE HEALTH	
<b>Registration Number:</b>	3922018	STRM-IT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	astimac@kmklaw.com		
<b>Correspondent Name:</b>	Alison J. Stimac		
<b>Address Line 1:</b>	One East Fourth Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	FI2290-FI0040		
<b>NAME OF SUBMITTER:</b>	Alison J. Stimac		
<b>SIGNATURE:</b>	/Alison J. Stimac/		
<b>DATE SIGNED:</b>	05/20/2014		
<b>Total Attachments: 5</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of December 7, 2011, is made by the grantor identified on the signature page hereof (the "Grantor") in favor of FIFTH THIRD BANK (the "Secured Party") pursuant to the Senior Credit Agreement dated as of December 7, 2011 between Streamline Health, Inc. (the "Borrower") and Secured Party and the Subordinated Credit Agreement dated as of December 7, 2011 between the Borrower and the Secured Party.

WHEREAS, Grantor and Secured Party are parties to the Amended and Restated Security Agreement dated as of December 7, 2011 (the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor authorized Secured Party to file this short form agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows (with capitalized terms used, but not defined, herein having the meanings given to them in the Security Agreement):

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, software, databases, patents, patent licenses, trademarks, trademark licenses, trademark applications, service marks, service mark licenses, service mark applications, trade names, brand names, domain names, mask works, mask work licenses, technology and related improvements, know-how and processes, trade secrets, all registrations and applications related to any of the above, and all rights to sue at law or in equity for any infringement or other impairment thereof, including, without limitation, the trademarks and copyrights identified on Schedule 1 hereto; and

(b) all products, proceeds and damages therefrom.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP

Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

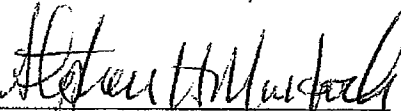
4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Governing Law. This IP Security Agreement has been delivered and accepted at and will be deemed to have been made in Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

STREAMLINE HEALTH, INC.

By:   
Name: Stephen H. Murdock  
Title: SVP & CFO

AGREED TO AND ACCEPTED:

FIFTH THIRD BANK, as Lender

By: \_\_\_\_\_  
Name: Daniel G. Feldmann  
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

STREAMLINE HEALTH, INC.

By: \_\_\_\_\_

Name:

Title:

AGREED TO AND ACCEPTED:

FIFTH THIRD BANK, as Lender

By: *Daniel G. Feldmann*

Name: Daniel G. Feldmann

Title: Vice President

**SCHEDULE 1**

Mark	Serial Number	Registration Number
ACCESSANYWARE accessANYware	77-950296	3,927,681
CHARTVISION	74-151312	1,683,663
STREAMLINE HEALTH Streamline Health	78-698199	3,180,015
STRM-IT STRM-IT	77-950235	3,922,018