

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Streamline Health, Inc.		08/16/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85494178	CODEALERT	
Serial Number:	85489612	EMONITOR	
Serial Number:	85489700	ERELEASE	
Serial Number:	85462405	EABSTRACT	
Serial Number:	85437831	ECDI	
Serial Number:	85431704	EPHYSICIANQUERY	
Serial Number:	78535500	POWERTRIEVE	
Serial Number:	78306538	E-CH@RMS	
Serial Number:	78399450	POWERMONITOR	
Serial Number:	78399438	POWERRELEASE	
Serial Number:	78399430	POWERSIGN	
Serial Number:	78399416	POWERTRAC	
Serial Number:	78399455	CHARMS 2000	
Serial Number:	78399464	POWERABSTRACT	
Serial Number:	78399443	WEBDISCLOSE	
Serial Number:	77118592	ECHARMS	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 85494178

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.

Email: astimac@kmklaw.com
Correspondent Name: Alison J. Stimac
Address Line 1: One East Fourth Street
Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI2290-FI0040
NAME OF SUBMITTER:	Alison J. Stimac
SIGNATURE:	/Alison J. Stimac/
DATE SIGNED:	07/31/2014

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of August 16, 2012, 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, as amended by Amendment No. 1 to Senior Credit Agreement dated as of August 16, 2012 and the Subordinated Credit Agreement dated as of December 7, 2011 between the Borrower and the Secured Party, as amended by Amendment No. 1 to Subordinated Credit Agreement dated as of August 16, 2012.

WHEREAS, Grantor is party to the Joinder to Security Agreement and Guaranty pursuant to which Grantor became a party to and "Grantor" under 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.

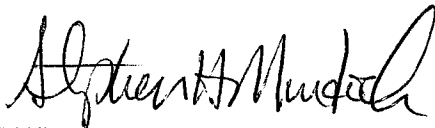
4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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:

META HEALTH TECHNOLOGY,
INC.

By: 

Name: Stephen H. Murdock
Title: Senior Vice President and Chief
Financial Officer

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:

META HEALTH TECHNOLOGY,
INC.

By: _____

Name: Stephen H. Murdock

Title: Senior Vice President and Chief
Financial Officer

AGREED TO AND ACCEPTED:

FIFTH THIRD BANK, as Lender

By: Daniel G. Feldmann

Name: Daniel G. Feldmann

Title: Vice President

SCHEDULE 1**U.S. Trademarks**

Mark	Serial No.	Filed	Registration No.	Registration Date	Status
CODEALERT	85494178	12/13/11			Pending
EMONITOR	85489612	12/7/11			Pending
ERELEASE	85489700	12/7/11			Pending
EABSTRACT	85462405	11/2/11			Pending
ECDI	85437831	10/3/11			Pending
EPHYSICIANQUERY	85431704	9/26/11			Pending
POWERTRIEVE	78535500	12/20/04	3225677	4/3/07	Registered
E-CH@RMS	78306538	9/29/03	2953642	5/17/05	Cancelled
POWERMONITOR	78399450	4/9/04	2992056	9/6/05	Registered
POWERRELEASE	78399438	4/9/04	2943919	4/26/05	Registered
POWERSIGN	78399430	4/9/04	2957290	5/31/05	Registered
POWERTRAC	78399416	4/9/04	2940150	4/12/05	Registered
CHARMS 2000	78399455	4/9/04	2987440	5/31/05	Registered
POWERABSTRACT	78399464	4/9/04	2992057	9/6/05	Registered
WEBDISCLOSE	78399443	4/9/04	2942033	4/19/05	Registered
ECHARMS	77118592	2/28/07	3414072	4/22/08	Registered