

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IngagePatient, Inc.		06/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harbert Venture Partners III, L.P.		
Street Address:	2100 Third Avenue North		
Internal Address:	Suite 600		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Florida Opportunity Fund, Inc.		
Street Address:	270 West New England Avenue		
City:	Winter Park		
State/Country:	FLORIDA		
Postal Code:	32789		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85031444	REGISTERPATIENT.COM	
Serial Number:	85952745	INGAGEPATIENT	
Serial Number:	86136303	PATIENTQ	
Serial Number:	86136317	PATIENTQUEUE	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<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>			
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		

OP \$115.00 85031444

TRADEMARK

NAME OF SUBMITTER:	Gregory Esau
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	08/04/2014
Total Attachments: 17 source=REGI.07 Executed Intellectual Property Security Agreement#page1.tif source=REGI.07 Executed Intellectual Property Security Agreement#page2.tif source=REGI.07 Executed Intellectual Property Security Agreement#page3.tif source=REGI.07 Executed Intellectual Property Security Agreement#page4.tif source=REGI.07 Executed Intellectual Property Security Agreement#page5.tif source=REGI.07 Executed Intellectual Property Security Agreement#page6.tif source=REGI.07 Executed Intellectual Property Security Agreement#page7.tif source=REGI.07 Executed Intellectual Property Security Agreement#page8.tif source=REGI.07 Executed Intellectual Property Security Agreement#page9.tif source=REGI.07 Executed Intellectual Property Security Agreement#page10.tif source=REGI.07 Executed Intellectual Property Security Agreement#page11.tif source=REGI.07 Executed Intellectual Property Security Agreement#page12.tif source=REGI.07 Executed Intellectual Property Security Agreement#page13.tif source=REGI.07 Executed Intellectual Property Security Agreement#page14.tif source=REGI.07 Executed Intellectual Property Security Agreement#page15.tif source=REGI.07 Executed Intellectual Property Security Agreement#page16.tif source=REGI.07 Executed Intellectual Property Security Agreement#page17.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “*Agreement*”), dated as of June 23, 2014, is hereby entered into by and among IngagePatient, Inc., a Delaware corporation (the “*Borrower*”), the lenders set forth on the Schedule of Lenders to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”) (each, a “*Lender*” and sometimes collectively referred to herein as the “*Lenders*”), and Harbert Venture Partners III, L.P. and Florida Opportunity Fund, Inc., as the representatives of the Lenders (the “*Lender Representatives*”).

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the “*Loan*”), which Loan shall be evidenced by Convertible Promissory Notes (the “*Notes*”) issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the “*Collateral*”), executed in connection with the Loan and dated as of the date hereof (the “*Security Agreement*”); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys’ fees if collected by or through an attorney-at-law (collectively the “*Secured Obligations*”); provided, however, that “*Secured Obligations*” shall not include any obligations of Borrower to any Lender in its capacity as a holder of any of Borrower’s capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term “*Intellectual Property*” shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Borrower's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment; Waiver. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representatives, and any amendment so effected shall be binding upon each of the Lenders; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then-outstanding Notes shall require the written consent of all such disproportionately affected holders. Notwithstanding anything to the contrary in this Section 5, the Borrower shall be entitled to include additional purchasers of Notes pursuant to the terms of the Purchase Agreement as Lenders party to this Agreement, provided that such purchasers shall execute appropriate signature pages to this Agreement and other related agreements. No delay or failure on the part of any Lender in the exercise of any

right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Lender Representatives, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments

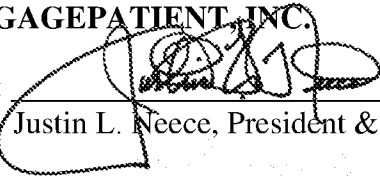
[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

INGAGEPATIENT, INC.

By: _____



Justin L. Neece, President & Chief Operations Officer

LENDER REPRESENTATIVES:

HARBERT VENTURE PARTNERS III, L.P.

By: Harbert Venture Partners III GP, LLC as its general partner

By: HMC-Virginia, Inc., as its manager

By: _____

Name: _____

Title: _____

Florida Opportunity Fund, Inc.

By: _____

Name: _____

Title: _____

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INGAGEPATIENT, INC.

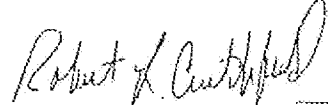
By: _____
Justin Neece, President

LENDER REPRESENTATIVES:

HARBERT VENTURE PARTNERS III, L.P.

By: Harbert Venture Partners III GP, LLC as its
general partner

By: HMC-Virginia, Inc., as its manager

By:  _____

Name: Robert L. Crutchfield

Title: General Manager

Florida Opportunity Fund, Inc.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005336 FRAME: 0741

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Justin Neece, President

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Name: _____

Title: _____

Florida Opportunity Fund, Inc.

By: _____

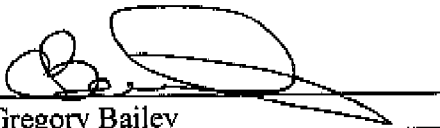
Name: Louis E. Leubsch

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the year and date first above written.

LENDERS:

DocFarm Investments, LLC

By: 
Name: Gregory Bailey
Title: Manager

MJSK, Ltd.

By: _____
Name: _____
Title: _____

Steven Gold

**Steven Gold as custodian for Cameron
Todd Gold under the Florida Uniform
Transfers to Minors Act**

Timothy J. Romano

Sven W. Hanson

Matthew Cowan

Allen-Mastin Stock Trust

By: _____
Name: Richard R. Allen
Title: Trustee

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Name: Steven Gold
Title: General Administrator

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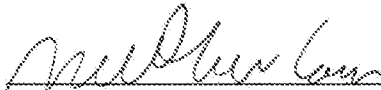
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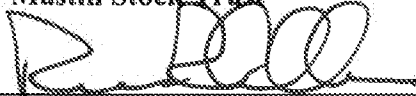
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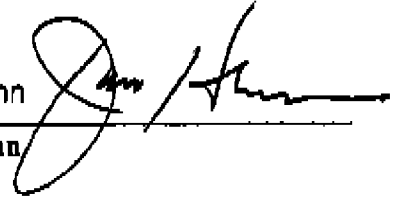
By: 
Name: Richard R. Allen
Title: Trustee

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LENDERS:

James Hermann

James Hermann



Charles V. Steadham, Jr.

Madelyn Swart

Stephanie Warrington

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LENDERS:

James Herrmann



Charles V. Steadham, Jr.

Madelyn Swart

Stephanie Warrington

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LENDERS:

James Hermann

Charles V. Steadham, Jr.

Madelyn Swart

Madelyn Swart

Stephanie Warrington

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LENDERS:

James Hermann

Charles V. Steadham, Jr.

Madelyn Swart



Stephanie Warrington

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SCHEDULE A
INTELLECTUAL PROPERTY

Patents:

Description	Application Number	Application Date
“Data collection form authoring system with remote client data collection and management system”	13/399,617	2/17/12
“Data collection form authoring system with remote client data collection and management system”	61/521,326	8/8/11
“Data collection form authoring system with remote client data collection and management system”	61/444,788	2/20/11

Trademarks:

Description	Registration/ Application Number	Registration/ Application Date
REGISTERPATIENT.COM	85031444	1/11/11
INGAGEPATIENT	85952745	6/6/13
PATIENTQ	86136303	12/5/13
PATIENTQUEUE	86136317	12/5/13