

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nightingale Informatix Corporation		09/19/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Beedie Capital Partners Fund I Limited Partnership		
Street Address:	Suite 1580, 1111 West Georgia Street		
City:	Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V6E 4M3		
Entity Type:	PARTNERSHIP: CANADA		
Composed Of:	• Beedie Capital Partners Inc., CANADA, CORPORATION		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3419129	NIGHTINGALE	
Registration Number:	3412450	ONE PATIENT ONE RECORD	
Registration Number:	3407479	VHR	
Registration Number:	3407480	VIRTUAL HEALTH RECORD	
Registration Number:	2082591	ENTITY	
Serial Number:	85685039	NEXIA	
Serial Number:	86389495	NIGHTINGALE	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	A. Reagan Fibbe		
Address Line 1:	3733-1 Westheimer, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
ATTORNEY DOCKET NUMBER:	DENTONS-BEEDIE		
DOMESTIC REPRESENTATIVE			
TRADEMARK			

OP \$190.00 3419129

Name:	Fibbe Lightner LLP
Address Line 1:	3733-1 Westheimer Rd, No. 1009
Address Line 4:	Houston, TEXAS 77027
NAME OF SUBMITTER:	A. Reagan Fibbe
SIGNATURE:	/A Reagan Fibbe/
DATE SIGNED:	10/03/2014
Total Attachments: 8 source=Security Agreement - Beedie Capital#page1.tif source=Security Agreement - Beedie Capital#page2.tif source=Security Agreement - Beedie Capital#page3.tif source=Security Agreement - Beedie Capital#page4.tif source=Security Agreement - Beedie Capital#page5.tif source=Security Agreement - Beedie Capital#page6.tif source=Security Agreement - Beedie Capital#page7.tif source=Security Agreement - Beedie Capital#page8.tif	

TO: Beedie Capital Partners Fund I Limited Partnership, by its general partner, Beedie Capital Partners Inc. (the "Grantee")

DATE: September 19, 2014

CONFIRMATION OF GRANT OF SECURITY INTEREST
IN CANADIAN INTELLECTUAL PROPERTY
(Nightingale Informatix Corporation)

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN CANADIAN INTELLECTUAL PROPERTY (this "Agreement") is made by Nightingale Informatix Corporation (the "Grantor"), to and in favour of the Grantee.

WHEREAS, the Grantor, as borrower, and the Grantee, as lender, *inter alios*, have entered into a credit agreement dated as of the date hereof (as it may be amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

AND WHEREAS, the Grantor has entered into a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "General Security Agreement") in favour of the Grantee;

AND WHEREAS, the Grantor owns or licences the Intellectual Property Collateral listed on Exhibit "A" attached hereto, which Intellectual Property Collateral is issued or registered with the Canadian Intellectual Property Office;

AND WHEREAS, this Agreement has been granted in conjunction with the security interest granted to the Grantee under the General Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the General Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

A. Definitions.

All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the General Security Agreement (as applicable).

B. Security Interest.

1. This Agreement is made to secure the satisfactory performance and payment of all of the Obligations. Upon the indefeasible payment, without duplication, of all Obligations (on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee are outstanding, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all

reasonably requested instruments in writing releasing the security interest in the Intellectual Property Collateral acquired under this Agreement.

2. As security for the prompt and complete payment and performance of the Obligations, the Grantor hereby grants to Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Intellectual Property Collateral set forth in Exhibit "A" now owned, or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products thereof, and (iii) all causes of action arising prior to or after the date hereof for infringement thereof or unfair competition regarding the same.

C. Interpretation: Paramountcy.

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without prejudice to the right of the Grantee to commence any proceedings with respect to this Agreement in any other proper jurisdiction, the Grantor hereby attorns and submits to the jurisdiction of the courts of the Province of Ontario. In the case of any conflict between the provisions of this Agreement and those of the Credit Agreement or the General Security Agreement (as applicable), the provisions of the Credit Agreement or the General Security Agreement (as applicable) shall prevail to the extent permitted by law.

(The remainder of this page is intentionally left blank; signature page to follow.)

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date indicated above.

NIGHTINGALE INFORMATIX CORPORATION

By:

Name:
Title:

By:


Name:
Title:

PETER CAULEY
CEO

(Signature Page -- Confirmation of Grant of IP by Nightingale Informatix Corporation)

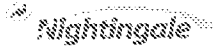
EXHIBIT "A"

INTELLECTUAL PROPERTY HELD BY THE GRANTOR

Business Entity	Mark	No.	App. No. / Date Reg. No. / Date	Goods and Services	Status
Nightingale Informatix Corporation	CLINIPEN	CA-1	App 1607953 App 21-DEC-2012	(1) Hand-held digital devices, namely, hand-held digital writing instruments, hand-held digital styluses, hand-held code readers, namely, hand-held digital writing instruments, computer operating programs, software for processing digitally recorded writing strokes, software for enabling printing of position-coding pattern, software for routing digitally recorded writing strokes, software for storing media in association with digitally recorded writing strokes and playing back media stored in association with digitally recorded writing strokes within electronic medical records.	Allowed (Pending) Priority Information: Priority Filing: November 16, 2012 on wares marked (1) Proposed Use Information: Proposed use in CANADA on wares marked (1)
	CLINIPEN followed by an image of a writing instrument with scribbling below 	CA-2	App 1607958 App 21-DEC-2012	(1) Hand-held digital devices, namely, hand-held digital writing instruments, hand-held digital styluses, hand-held code readers, namely, hand-held digital writing instruments, computer operating programs, software for processing digitally recorded writing strokes, software for enabling printing of position-coding pattern, software for routing digitally recorded writing strokes, software for storing media in association with digitally recorded writing strokes and playing back media stored in association with digitally recorded writing strokes within	Allowed (Pending) Priority Information: Priority Filing: November 16, 2012 on wares marked (1) Proposed Use Information: Proposed use in CANADA on wares marked (1)

				electronic	
	NEKIA	CA-3	App 1590275 App 15-AUG-2012	(1) Software as a service (SAAS) services featuring software for maintaining electronic medical records (EMR), accounting functions, client referrals, appointments and schedules, client management, and document management	Allowed (Pending) Priority Information: Priority Filing: July 24, 2012 on services (1) Proposed Use Information: Proposed use in CANADA on services (1)
Nightingale Informatix Corporation	ONE PATIENT ONE RECORD	CA-4	App 1342208 App 04-APR-2007 Reg TMA713309 Reg 01-MAY-2008	(1) Patient data software allowing medical professionals to manage, maintain and streamline information related to patients.	Registered Declaration of Use Information: Declaration of use filed April 15, 2008 on wares marked (1)
Nightingale Informatix Corporation	ONE CLICK TO HEALTHCARE	CA-5	App 1140705 App 16-MAY-2002 Reg TMA641498 Reg 07-JUN-2005	(1) Healthcare software for use in practise management including managing scheduling, claims, billing, workflow, prescriptions, laboratory reports, communication and education, for use in patient services, and for use in clinical management including managing patient charts, electronic charts, electronic medical records and computer patient records. (1) Healthcare management services.	Registered Declaration of Use Information: Declaration of use filed May 11, 2005 on wares marked (1) on services (1)
	NIGHTINGALE INFORMATIX	CA-6	App 1140704 App 16-MAY-2002 Reg	(1) Healthcare software for use in practice management including managing scheduling, claims, billing, workflow, prescriptions, laboratory reports, medical documents management, communication	Registered Declaration of Use Information: Declaration of use filed May 11,

			<p>TMA642211</p> <p>Reg 16-JUN-2005</p>	<p>and education for use in patient services, patient access services and for use in clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records, and chronic disease management records.</p> <p>(1) Healthcare management services namely practice management including managing scheduling, claims, billing, workflow, prescriptions, and laboratory reports, medical documents management services, communication and education for patient services, patient access services, and clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records and chronic disease management records.</p>	<p>2005 on wares marked (1) on services (1)</p>
MYNIGHTINGALE	CA-7	<p>App 1140708</p> <p>App 16-MAY-2002</p> <p>Reg TMA641863</p> <p>Reg 13-JUN-2005</p>	<p>(1) Healthcare software for use in practice management including managing scheduling, claims, billing, workflow, prescriptions, laboratory reports, medical documents management, communication and education for use in patient services, patient access services and for use in clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records, and chronic disease management records.</p> <p>(1) Healthcare management services namely practice management including managing scheduling, claims, billing, workflow, prescriptions, and laboratory reports, medical documents management services, communication and education for patient services,</p>	<p>Registered</p> <p>Declaration of Use Information: Declaration of use filed May 11, 2005 on wares marked (1) on services (1)</p>	

				patient access services, and clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records and chronic disease management records.	
NIGHTINGALE & Design	CA-8	App 1140710	App 16-MAY-2002	(1) Healthcare software for use in practice management including managing scheduling, claims, billing, workflow, prescriptions, laboratory reports, medical documents, management, communication and education for use in patient services, patient access services and for use in clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records, and chronic disease management records.	
		Reg TMA641203	Reg 02-JUN-2005	(1) Healthcare management services namely practice management including managing scheduling, claims, billing, workflow, prescriptions, and laboratory reports, medical documents management services, communication and education for patient services, patient access services, and clinical management including managing patient charts, electronic charts, electronic medical records, computer patient records and chronic disease management records.	

Trademarks - United States

Business Entity	Mark	App. No	Filing Date	Reg. No.	Reg. Date
Nightingale Informatix Corporation (a Canada corporation)	NIGHTINGALE (And Design)	77/037218	11/6/05	3,419,129	4/29/08

ONE PATIENT ONE RECORD	77/147543	4/3/07	3,412,450	4/15/08
VHR	77/147557	4/3/07	3,407,479	4/1/08
VIRTUAL HEALTH RECORD	77/147572	4/3/07	3,407,480	4/1/08
HEALTH E-MAIL (And Design)	78/608939	4/14/05	3,274,273	8/7/07
HEALTH E FAX (And Design)	78/608967	4/14/05	3,200,521	1/23/07
ENTITY	75/003742	10/5/95	2,082,591	7/22/97

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