

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319505

<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>
Accu-Med Services LLC		09/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3660968	VICURA	
<b>Registration Number:</b>	2210264	ACCU-COUNT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>Phone:</b>	734-930-0121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/Angela Alvarez Sujek/		
<b>DATE SIGNED:</b>	10/08/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 2014, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and ACCU-MED SERVICES LLC, a Delaware limited liability company ("Debtor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Debtor in the amounts and manner set forth in that certain loan agreement among, *inter alia*, Bank and Debtor, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor and the other Borrowers (as defined in the Loan Agreement), but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property Collateral, as defined in that certain Pledge and Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Debtor represents and warrants that Exhibits A, B, and C attached hereto, as such Exhibits may be amended, restated, replaced or otherwise modified from time to time, set forth any and all Intellectual Property Collateral in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signatures on following page]

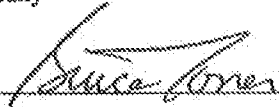
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

c/o PointClickCare Corp,  
6975 Creditview Road, Suite 4  
Mississauga, Ontario, Canada L5N 8E9

DEBTOR:

ACCU-MED SERVICES LLC, a Delaware limited liability company

By: 

Name: Bruce Toner

Title: Chief Financial Officer

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn:  
Fax:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

c/o PointClickCare Corp,  
6975 Creditview Road, Suite 4  
Mississauga, Ontario, Canada L5N 8E9

DEBTOR:

ACCU-MED SERVICES LLC, a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

By: *Omer Ahmed*

Name: Omer Ahmed

Title: VP TLS Division

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn:  
Fax:

EXHIBIT A

U.S. Copyrights

Title	Reg. No.	Reg. Date
Accu-Count.	TXu00788104	3/18/97
Accu-Win.	TXu000789793	3/24/97
Cypress classic.	TX0006632422	2/21/08
Cypress classi / by Accu-Med Services, LLC.	TX0006678958	3/18/08
Cypress web.	TX0006632420	2/21/08
Cypress webROM.	TX0006632421	2/21/08
Cypress WebROM / by Accu-Med Services, LLC.	TX0006678957	3/18/08
ROM Rehabilitation Outcome Measure for Occupational Therapy.	TX0006986666	10/19/09
ROM Rehabilitation Outcome Measure for Occupational Therapy.	TX0006986670	10/19/09
ROM Rehabilitation Outcome Measure for Sppech/Language Pathology.	TX0006986672	10/19/09
WebROMStoredProcedures DDL.sql, WebROM database schema and programmability.	TX0006852192	6/12/08
WebROMTablesDDL.sql, WebROM database schema.	TX0006852198	6/12/08

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EXHIBIT B

U.S. Patents

None.

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**TRADEMARK**  
**REEL: 005377 FRAME: 0767**

EXHIBIT C

U.S. Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
VICURA	78/914288	6/22/06	3,660,968	7/28/09
ACCU-COUNT	75/275658	4/16/97	2,210,264	12/15/98

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