

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Practice Fusion, Inc.	FORMERLY PracticeFusion Corporation	10/06/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3799090	PRACTICE FUSION
Registration Number:	3799091	PATIENT FUSION
Registration Number:	3795773	LIVE IN FIVE
Registration Number:	3961383	PHENOMENAL SUPPORT
Registration Number:	4081487	CHARTSHARE
Serial Number:	86251403	PRACTICE FUSION
Serial Number:	85594035	DC TO VC
Serial Number:	86234975	
Serial Number:	85874986	CHARTPIC
Serial Number:	85836539	DC2VC

CORRESPONDENCE DATA

Fax Number: 4157774961

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.

Phone: 415 981 1400

Email: gkiviat@grmslaw.com

Correspondent Name: Jeffrey T. Klugman

Address Line 1: Four Embarcadero Center, Suite 4000

Address Line 4: San Francisco, CALIFORNIA 94111

OP \$265.00 3799090

ATTORNEY DOCKET NUMBER:	48046/3021 T
NAME OF SUBMITTER:	Jeffrey T. Klugman
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	10/14/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 6, 2014, by and between PRACTICE FUSION, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents and all proceeds in respect of Copyright licenses.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

3. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 2 hereof to be made by Secured Party alone.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

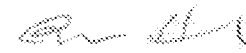
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

650 Townsend Street, Suite 500
San Francisco, CA 94103
Attn: Chief Financial Officer

PRACTICE FUSION, INC.

By: 

Name: Ryan Howard

Its: President and CEO

SECURED PARTY:

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VII, INC.

By: _____

Name: _____

Its: _____

(Signature page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

650 Townsend Street, Suite 500
San Francisco, CA 94103
Attn: Chief Financial Officer

PRACTICE FUSION, INC.

By: _____

Name: _____

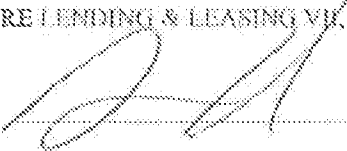
Its: _____

SECURED PARTY:

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VII, INC.

By:  _____

Name: David Wanek

Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration /Application Date</u>
HEALTH CARE PRACTICE MANAGEMENT MESSAGING AND MINING SYSTEM AND METHOD	Application Number 13/794,418	03/11/2013
PRESENTING A PATIENT'S DISPARATE MEDICAL DATA ON A UNIFIED TIMELINE	Application Number 14/268,759	05/02/2014
DYNAMIC SETUP CONFIGURATOR FOR AN ELECTRONIC HEALTH RECORDS SYSTEM	Application Number 14/311,652	07/07/2014
PATENT APPLICATION INTEGRATION INTO ELECTRONIC HEALTH RECORD SYSTEM	Application Number 14/318,497	07/11/2014
MEDICAL PROFESSIONAL APPLICATION INTEGRATION INTO ELECTRONIC HEALTH RECORD SYSTEM	Application Number 14/318,492	07/11/2014
AUTOMATED WAITING ROOM QUEUE AND MANAGEMENT SERVICE	Application Number 14/317,668	07/10/2014
ELECTRONIC HEALTH RECORDS DATA MANAGEMENT SYSTEMS AND METHODS	Application Number 14/455,091	08/18/2014
RECOMMENDING MEDICAL APPLICATIONS BASED ON A PHYSICIAN'S ELECTRONIC MEDICAL RECORDS SYSTEM	Application Number 14/454,312	08/07/2014
RECOMMENDING MEDICAL APPLICATIONS BASED ON A PHYICIAN- PAIENT ENCOUNTER	Application Number 14/454,319	08/07/2014
ONE CLICK LAB SERVICE SIGN-UP	Application Number 14/333,357	07/16/2014

ELECTRONIC HEALTH RECORD SYSTEM
CONTEXT API

Application Number
14/318,500

06/27/14

RECOMMENDING MEDICAL
APPLICATIONS BASED ON A PATIENT'S
ELECTRONIC MEDICAL RECORDS
SYSTEM

Application Number
14/454,328

08/11/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
Practice Fusion	3,799,090	Registered 6-8-2010
Practice Fusion	86/251,403	4-14-2014 (application date)
Practice Fusion (European Union)	012813011	4-23-2014 (application date)
Patient Fusion	3,799,091	Registered 6-8-2010
Live in Five	3,795,773	Registered 6-1-2010
Phenomenal Support	3,961,383	Registered 5-17-2011
ChartShare	4,081,487	Registered 1-3-2012
Chartpic	85/874986	3-13-2013 (filing date)
DC2VC	85/836539	1-30-2013 (filing date)
DC TO VC	85/594,035	04-10-2012 (filing date)
Cross Logo	86/234,975	3-28-2014 (filing date)
Cross Logo (Canada)	1,680,088	6-5-2014 (filing date)
Cross Logo (European Union)	012812657	4-23-2014 (filing date)
Practice Fusion	3,799,090	Registered 6-8-2010
Patient Fusion	3,799,091	Registered 6-8-2010
Live in Five	3,795,773	Registered 6-1-2010
Phenomenal Support	3,961,383	Registered 5-17-2011
ChartShare	4,081,487	Registered 1-3-2012
Chartpic	Application/serial number 85874986	3-13-2013 (filing date)
DC2VC	Application/serial number 85836539	1-30-2013 (filing date)