

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iVANTAGE HEALTH ANALYTICS, INC.		10/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	86178285	INDICATOR PERFORMANCE MANAGER	
Serial Number:	86178255	VANTAGEPOINTS	
Serial Number:	86178222	VANTAGEPOINTS	
Serial Number:	86161518	HOSPITAL STRENGTH INDEX	
Serial Number:	86161625	HOSPITAL STRENGTH INDEX	
Serial Number:	86160323	RURAL INSIGHTS	
Serial Number:	86178245	VANTAGEPOINTS	
Serial Number:	86161453	RURAL INSIGHTS	
Serial Number:	86160369	RURAL INSIGHTS	
Serial Number:	86256054	INCONTROL CONTRACT OPTIMIZER	
Serial Number:	86256046	INCONTROL CONTRACT OPTIMIZER	
Serial Number:	86256035	INCONTROL CONTRACT OPTIMIZER	
Serial Number:	86255190	INFORM KNOWLEDGEWEB	
Serial Number:	86255174	INFORM KNOWLEDGEWEB	
Serial Number:	86255161	INFORM KNOWLEDGEWEB	
Serial Number:	86208125	AHT-ACCELERATED HEALTHCARE TRANSFORMATIO	
Serial Number:	86179541	INVISION MARKET VIEWER	
Serial Number:	86179526	INVISION MARKET VIEWER	
Serial Number:	86179439	INVISION MARKET VIEWER	
TRADEMARK			

OP \$690.00 86178285

Property Type	Number	Word Mark
Serial Number:	86179425	INPERSON POPULATION HEALTH
Serial Number:	86179415	INPERSON POPULATION HEALTH
Serial Number:	86179403	INPERSON POPULATION HEALTH
Serial Number:	86178313	INDICATOR PERFORMANCE MANAGER
Serial Number:	86178297	INDICATOR PERFORMANCE MANAGER
Serial Number:	86161591	HOSPITAL STRENGTH INDEX
Serial Number:	85907915	INTELLIGENCE FOR THE NEW HEALTHCARE
Serial Number:	85537304	IVANTAGE HEALTH ANALYTICS

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Brandie Sullivan
Address Line 1: 1025 Vermont Ave. NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152235
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	10/20/2014

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 2014 by and between **SILICON VALLEY BANK** (“**Bank**”) and **iVANTAGE HEALTH ANALYTICS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor, dated as of February 18, 2014, as amended by that certain First Amendment to Loan and Security Agreement, dated as of the date hereof (as amended through the date hereof and as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto;
2. All Patents, including without limitation those set forth on Exhibit B attached hereto;
3. Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto;
4. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

5. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

6. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

7. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Loan 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.

[Signature page follows.]


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.

GRANTOR:

Address of Grantor:

25 Chestnut Street, Suite 200
Portsmouth, New Hampshire 03801
Attn: Mr. Bryon Cail
Email: bcail@ivantagehealth.com
Website URL: www.ivantage.com

IVANTAGE HEALTH ANALYTICS, INC.

By: 
Name: Bryon Cail
Title: CEO

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Michael Quinn
Fax: (617) 969-4395
Email: mquinn@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address of Grantor:

iVANTAGE HEALTH ANALYTICS, INC.

25 Chestnut Street, Suite 200
Portsmouth, New Hampshire 03801
Attn: Mr. Bryon Cail
Email: bcail@ivantagehealth.com
Website URL: www.ivantage.com

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Michael Quinn
Fax: (617) 969-4395
Email: mquinn@svb.com


By:  _____
Name: THOMAS F. KELLY
Title: DIRECTOR

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
INDICATOR PERFORMANCE MANAGER	86178285			Grantor
VANTAGEPOINTS	86178255			Grantor
VANTAGEPOINTS	86178222	4600824	9/9/2014	Grantor
HOSPITAL STRENGTH INDEX	86161518	4596322	9/2/2014	Grantor
HOSPITAL STRENGTH INDEX	86161625	4592333	8/26/2014	Grantor
RURAL INSIGHTS	86160323	4584080	8/12/2014	Grantor
VANTAGEPOINTS	86178245	4580166	8/5/2014	Grantor
RURAL INSIGHTS	86161453	4579894	8/5/2014	Grantor
RURAL INSIGHTS	86160369	4579836	8/5/2014	Grantor
INCONTROL CONTRACT OPTIMIZER	86256054			Grantor
INCONTROL CONTRACT OPTIMIZER	86256046			Grantor
INCONTROL CONTRACT OPTIMIZER	86256035			Grantor
INFORM KNOWLEDGEWEB	86255190			Grantor
INFORM KNOWLEDGEWEB	86255174			Grantor
INFORM KNOWLEDGEWEB	86255161			Grantor
AHT-ACCELERATED HEALTHCARE TRANSFORMATION	86208125			Grantor
INVISION MARKET VIEWER	86179541			Grantor
INVISION MARKET VIEWER	86179526			Grantor
INVISION MARKET VIEWER	86179439			Grantor
INPERSON POPULATION HEALTH	86179425			Grantor
INPERSON POPULATION HEALTH	86179415			Grantor
INPERSON POPULATION HEALTH	86179403			Grantor
INDICATOR PERFORMANCE MANAGER	86178313			Grantor
INDICATOR PERFORMANCE MANAGER	86178297			Grantor
HOSPITAL STRENGTH INDEX	86161591			Grantor
INTELLIGENCE FOR THE NEW HEALTHCARE	85907915			Grantor
IVANTAGE HEALTH ANALYTICS	85537304	4322969	4/23/2013	Grantor

EXHIBIT D

Mask Works

NONE

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