

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCOLADE, INC.		12/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3551442	ACCOLADE	
Registration Number:	3653140	ACCOLADE YOUR PERSONAL HEALTH ASSISTANT	
Registration Number:	4323423	ACCOLADE HEALTH ASSISTANT	
Registration Number:	4440782	KONCIERGEMD	
Registration Number:	3630331		
Registration Number:	3545533	YOUR PERSONAL HEALTH ASSISTANT	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0029		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	12/02/2014		
Total Attachments: 6			

OP \$165.00 3551442

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 1, 2014 by and between ACCOLADE, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

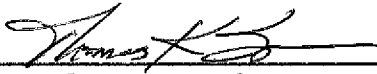
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. 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]

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.

BORROWER:

ACCOLADE, INC.,
a Delaware corporation

By: 
Name: THOMAS K. SPANN
Title: CEO

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: _____

Name: William A. Schell
Title: Member

[Signature Page to IP Security Agreement]

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

SCHEDULE C
Trademarks

Mark	Registration Date and Number	Status and Goods/Services Description
Accolade	12/23/08 3551442	Service Mark
Accolade Your Personal Health Assistant	7/14/09 3653140	Service Mark
Accolade Health Assistant	4/23/13 4,323,423	Service Mark
KonciergeMD	11/26/13 4440782	Service Mark
[Design Only]	6/2/09 3630331	Service Mark
Your Personal Health Assistant	12/9/08 3545533	Service Mark