

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelligent Hospital Systems, Inc.		03/06/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	181 Bay Street		
Internal Address:	Suite 4620, P.O. Box 792, Bay Wellington Tower, Brookfield Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4089450	INTELLIGENT HOSPITAL SYSTEMS	
Registration Number:	4017683	RIVA	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<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:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	144132-00018		
DOMESTIC REPRESENTATIVE			
Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		

CH \$65.00 4089450

NAME OF SUBMITTER:	Kimberly A. Berger
SIGNATURE:	/Kimberly A. Berger/
DATE SIGNED:	04/01/2015
Total Attachments: 2 source=EXECUTED IHS Canada IP Agreement - USA Trademarks(24075441_1)#page1.tif source=EXECUTED IHS Canada IP Agreement - USA Trademarks(24075441_1)#page2.tif	

SECURITY AGREEMENT - TRADEMARKS

For valuable consideration, **Intelligent Hospital Systems Inc.**, a Manitoba corporation ("Grantor"), grants to **Callidus Capital Corporation** ("Secured Party") with its principal place of business at Suite 4620, P.O. Box 792, Bay Wellington Tower, Brookfield Place, 181 Bay Street, Toronto, Ontario, Canada M5J 2T3 a security interest and all of Grantor's present and future right, title and interest in and to all trademarks, whether registered or not, and trademark applications, including but not limited to the items set forth on Exhibit A attached hereto, together with all licenses or other rights to use any of the trademarks and all license fees and royalties arising from such use, any and all claims for damages by way of past, present and future infringements of any of the trademarks, and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of the trademarks (collectively "Trademark Collateral").

Grantor has granted the security interest under this instrument pursuant to the terms of an Amended and Restated Security Agreement dated March 6, 2015, as amended and/or supplemented ("Security Agreement") made by Intelligent Hospital Systems, Inc., Automated Technologies, Inc. and Telepharmacy Solutions, Inc. for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

Executed and delivered as of March 6, 2015.

Principal Place of Business:

96 Michie Park Way
Winnipeg, Manitoba
R3P 0X8

Grantor: Intelligent Hospital Systems Inc.

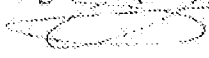
By: 
Name: Michael Erik Hansen
Its: President & CEO

EXHIBIT A

Trademark Name	Territory	Reg. No	Filing Date	Reg. Date	Renewal Date
Intelligent Hospital Systems & Design	US	4,089,450	2006-09-11	2012-01-24	2022-01-24
RIVA & Design	US	4,017,683	2006-09-11	2011-08-30	2021-08-30