

4-15-15

04/17/2015

FORM PTO-1594
COMMERCE
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)



U.S. DEPARTMENT OF
United States Patent and Trademark Office

103671967

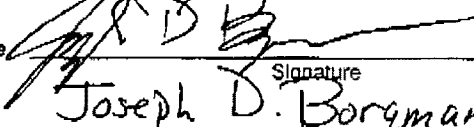
To the Director of the U.S. Patent and Trademark Office, documents or the new address(es) below.

| | |
|--|--|
| <p>1. Name of conveying party(ies): Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: CA Other:</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: NextDocs Corporation</p> <p>Internal Address:</p> <p>Street Address: Six Tower Bridge, 181 Washington St. Ste 300</p> <p>City: Conshohocken State: PA Country: USA Zip: 19428</p> <p><input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship : United States, DE <input type="checkbox"/> Other Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p> |
| <p>3. Nature of conveyance/ Execution Date(s):</p> <p>Execution Date(s): 05/31/2012</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other : Release</p> | |

| | |
|---|--|
| <p>4. Application number(s) or registration number(s) and identification or description of the Trademark:</p> | |
| <p>A. Trademark Application No.(s)</p> | <p>B. Trademark Registration No.(s)</p> <p>4107676</p> |

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? Yes No

| | |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: UCC Direct Services</p> <p>Internal Address: Attn: 14080632</p> <p>Street Address: 187 Wolf Road, Suite 101</p> <p>City: Albany State: NY ZIP: 12205</p> <p>Phone Number: 1-800-342-3576 X 4065</p> <p>Fax Number: 1-800-962-7049</p> <p>Email Address: cls-udsalbany@wolterskluwer.com</p> | <p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 40.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>B. Payment Information:</p> <p>a. Credit Card Last 4 Numbers 0974 Expiration Date 6-17 04/22/2015 TIMBERL 00000000 4107676</p> <p>b. Deposit Account Number: 8521 40.00 Authorized User Name</p> |
|--|---|

| | |
|---|---|
| <p>9. Signature  _____ Signature Joseph D. Borgman _____ Name of Person Signing</p> | <p>4-15-15 _____ Date</p> <p>Total number of pages including cover sheet, attachments, and document:</p> |
|---|---|

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005511 FRAME: 0229

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of NextDocs Corporation. ("Assignor") in the trademarked works set forth in that certain Intellectual Property Security Agreement dated, 05/31/2012, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 06/04/2012, Reel 4794, Frame 0061.

Dated: 04/13/2015

SILICON VALLEY BANK

By: Randhawa
Name: Romil Randhawa
Title: Senior Operations Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 31, 2012 by and between SILICON VALLEY BANK ("Bank") and NEXTDOCS CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and Bank and Grantor, dated as of the date hereof (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 copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

6. 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");

7. 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

10. 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 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:

500 North Gulph Road
King of Prussia, Pennsylvania 19406
Attn: Brian Doran
Fax: (610) 265-9478
Email: bdoran@nextdocs.com

NEXTDOCS CORPORATION

By: Brian Doran
Name: Brian M Doran
Title: VP Finance

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Steve Lyons
Fax: (617) 969-4395
Email: slyons@svb.com

SILICON VALLEY BANK

By: Steve Lyons
Name: Steve Lyons
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

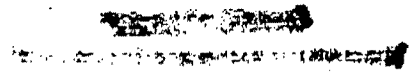


EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NextDocs Clinical Module

13/081,818

April 7, 2011



[Illegible text]




EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

NextDocs

4,107,676

Compliance Without Complexity

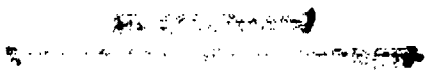


EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

RECORDED: 06/04/2012

TRADEMARK
REEL: 005511 FRAME: 0237



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Assignor Details

Assignor Name : NEXTDOCS CORPORATION

Total Assignments: 4

Assignment: 1

Reel/Frame: 4892/0496

[View Recorded Assignment](#)

Pages: 4

Recorded: 11/01/2012

Conveyance: MERGER EFFECTIVE 08/15/2011

Assignor

1 NEXTDOCS CORPORATION

Exec Dt: 08/15/2011

Entity Type: CORPORATION

Citizenship: PENNSYLVANIA

Assignee

1 NEXTDOCS CORPORATION

181 WASHINGTON ST., SUITE 300
SIX TOWER BRIDGE
CONSHOHOCKEN, PENNSYLVANIA 19428

Entity Type: CORPORATION

Citizenship: DELAWARE

Properties

| Ser. # | Reg. # | Ser. # | Reg. # |
|----------|--------|----------|---------|
| 85190226 | NONE | 85219929 | 4107676 |

Correspondence name and address

CAROLE R. KLEIN
1111 PENNSYLVANIA AVENUE, N.W.
ATTENTION: TMSU
WASHINGTON, DC 20004

Assignment: 2

Reel/Frame: 4794/0061

[View Recorded Assignment](#)

Pages: 10

Recorded: 06/04/2012

Attorney Dkt #: 226413

Conveyance: SECURITY INTEREST

Assignor

1 NEXTDOCS CORPORATION

Exec Dt: 05/31/2012

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

1 SILICON VALLEY BANK

275 GROVE STREET, SUITE 2-200
NEWTON, MASSACHUSETTS 02466

Entity Type: BANK

Citizenship: UNITED STATES

Property

| Ser. # | Reg. # |
|----------|---------|
| 85219929 | 4107676 |

Correspondence name and address

CORPORATION SERVICE COMPANY
1090 VERMONT AVENUE NW, SUITE 430

<http://assignments.uspto.gov/assignments/q?db=tm&asrd=NEXTDOCS%20CORPORAT...> 4/10/2015