

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDSPHERE SYSTEMS CORPORATION		06/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Horizon Technology Finance Corporation		
Street Address:	312 Farmington Avenue		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2887467	MEDSPHERE	
Registration Number:	3759347	MEDSPHERE	
Registration Number:	3741203	MEDSPHERE	
Registration Number:	3741202	MEDSPHERE	
Registration Number:	3217466	MEDSPHERE PROVEN HEALTHCARE INFORMATION	
Registration Number:	3756172	MEDSPHERE.ORG	
Registration Number:	2987270	OPENVISTA	
Registration Number:	3759346	OPENVISTA	
Registration Number:	3741200		
Registration Number:	2741201	E-MAIL DIRECTOR	
Registration Number:	2604744	VUECENTRIC	
Serial Number:	78694830	MEDSPHERE	
Serial Number:	78694826	MEDSPHERE	
Serial Number:	78830555	MEDSPHERE PROVEN HEALTHCARE INFORMATION	
Serial Number:	78704354	MEDSPHERE.ORG	
Serial Number:	78333895	OPENVISTA	
Serial Number:	78694816	OPENVISTA	
Serial Number:	78694820		
Serial Number:	78694822		

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76334830	VUECENTRIC
Serial Number:	78110109	MEDSPHERE
Serial Number:	78694818	MEDSPHERE

CORRESPONDENCE DATA

Fax Number: 8606768654

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: 860-284-9878

Email: lucia@horizontechfinance.com

Correspondent Name: Horizon Technology Finance

Address Line 1: 312 Farmington Avenue

Address Line 4: Farmington, CONNECTICUT 06032

NAME OF SUBMITTER:	Eric S. Darmofal
SIGNATURE:	/s/Eric S. Darmofal
DATE SIGNED:	06/10/2015

Total Attachments: 3

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GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 8, 2015, is executed by MEDSPHERE SYSTEMS CORPORATION, a Delaware corporation with an address of 1903 Wright Place, Suite 120 Carlsbad, CA 92008 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");


C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MEDSPHERE SYSTEMS CORPORATION

By: 
Name: Irv H. Lichtenwald
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS *

*All owned by Medsphere Systems Corporation

Trademark	Registration Number	Registration Date
MEDSPHERE	2887467	9/21/2004
MEDSPHERE	3759347	3/9/2010
MEDSPHERE (Stylized)	3741203	1/19/2010
MEDSPHERE (Stylized)	3741202	1/19/2010
MEDSPHERE PROVEN HEALTHCARE	3217466	3/13/2007
MEDSPHERE ORG	3756172	3/2/2010
OPENVISTA	2987270	8/23/2005
OPENVISTA	3759346	3/9/2010
Stylized and/or Design	3741200	1/19/2010
Stylized and/or Design	2741201	1/19/2010
VUECENTRIC	2604744	8/6/2002

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
MEDSPHERE	78/110109	2/21/2002
MEDSPHERE	78/694818	8/17/2005
MEDSPHERE (Stylized)	78/694830	8/17/2005
MEDSPEHRE (Stylized)	78/694826	8/17/2005

MEDSPHERE PROVEN HEALTHCARE	78/830555	3/6/2006
MEDSPHERE ORG	78/704354	8/31/2005
OPENVISTA	78/333895	11/26/2003
OPENVISTA	78/694816	8/17/2005
Stylized and/or Design	78/694820	8/17/2005
Stylized and or Design	78/694822	8/17/2005
VUECENTRIC	76/334830	10/6/2001