

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYMPHONY HEALTH SOLUTIONS CORPORATION		05/29/2015	CORPORATION: DELAWARE
SOURCE HEALTHCARE ANALYTICS, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	STG III, L.P.		
Street Address:	2475 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86567771	SYNOMAID	
Serial Number:	86567753	SYNOMA	
Serial Number:	86368252	IDV	
Serial Number:	86368258	INTEGRATED DATAVERSE	
Serial Number:	86071821	SYMPHONY HEALTH SOLUTIONS	
Serial Number:	86071508	SYMPHONY HEALTH SOLUTIONS	
Serial Number:	75430224	SOURCE PVS	
Serial Number:	75274568	LAUNCHTRAC	
Serial Number:	75028502	SOURCE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		

CH \$240.00 86567771

Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	38118/2
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	07/07/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated May 29, 2015, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of STG III, L.P., as agent (in such capacity and any successor in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Loan Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Loan Agreement, dated as of May 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Symphony Health Solutions Corporation (“the **Borrower**”), the Agent and the Lenders party thereto from time to time;

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Security Agreement, dated as of May 29, 2015, by and among the Borrower and Source Healthcare Analytics, LLC, as Grantors and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Intellectual Property Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark that issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4 Counterparts. This IP Security Agreement may be executed in any number of counterparts (including electronically in “.pdf” format), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

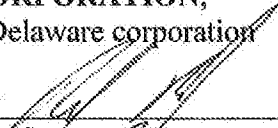
SECTION 5 Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

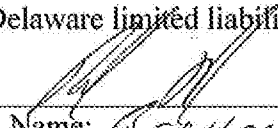
[Signatures pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYMPHONY HEALTH SOLUTIONS CORPORATION,
a Delaware corporation

By 
Name: RICHARD MARTEN
Title: CFO

SOURCE HEALTHCARE ANALYTICS, LLC,
a Delaware limited liability company

By 
Name: RICHARD MARTEN
Title: CFO

ACKNOWLEDGED AND AGREED:

STG III, L.P.

By: STG III GP, L.P.,
its Limited Partner

By: STG UGP, LLC,
its General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYMPHONY HEALTH SOLUTIONS CORPORATION,
a Delaware corporation

By _____
Name:
Title:

SOURCE HEALTHCARE ANALYTICS, LLC,
a Delaware limited liability company

By _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

STG III, L.P., as Agent

By: STG III GP, L.P.,
its Limited Partner

By: STG UGP, LLC,
its General Partner

By:  _____
Name: Stephen Henkenmeier
Title: Chief Financial Officer

Schedule A – Patents and Patent Applications

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Source Healthcare Analytics, Inc. (change to LLC not recorded with USPTO)	Computer-Implemented System And Method For Associating Prescription Data And De-Duplication	USA	N/A	13/008102	1/18/2011	N/A

Schedule B – Trademarks and Trademark Applications

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Symphony Health Solutions Corporation ¹	SYNOMAID	USA	N/A	86/567771	3/18/2015	N/A
Symphony Health Solutions Corporation ²	SYNOMA	USA	N/A	86/567773	3/18/2015	N/A
Symphony Health Solutions Corporation	IDV	USA	N/A	86/368252	8/15/2014	N/A
Symphony Health Solutions Corporation	INTEGRATED DATAVERSE	USA	N/A	86/368258	8/15/2014	N/A
Symphony Health Solutions Corporation	 SYMPHONY HEALTH SOLUTIONS	USA	N/A	86/071821	9/23/2013	N/A
Symphony Health Solutions Corporation	SYMPHONY HEALTH SOLUTIONS	USA	N/A	86/071508	9/23/2013	N/A
Source Healthcare Analytics, LLC ²	SOURCE PVS	USA	2455703	75/430224	2/6/1998	5/29/2001
Source Healthcare Analytics, LLC	LAUNCHTRAC	USA	2197376	75/274568	4/14/1997	10/20/1998
Source Healthcare Analytics, LLC	SOURCE	USA	2062766	75/028502	12/6/1995	5/20/1997

¹ Filed in the name of “Symphony Health Solutions, Inc.”. To be revised post-closing to reflect Symphony Health Solutions Corporation.

² Trademark listed as “Dead”.

Schedule C – Copyrights and Copyright Applications

COPYRIGHTS

None.