

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HT Systems, LLC		09/22/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Imprivata, Inc.		
Street Address:	10 Maguire Road		
Internal Address:	Suite 210		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02412		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3616739	PATIENTSECURE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	120304161319		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	09/23/2015		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 22nd day of September, 2015 by and between **HT Systems, LLC.**, a Limited Liability Company organized and existing under the laws of Florida, and having a usual place of business at 19239 N. Dale Mabry, #107, Tampa, Florida 33548 ("Assignor") and, **Imprivata, Inc** a Corporation organized and existing under the laws of Delaware and having a usual place of business 10 Maguire Road, Suite 210, Lexington, Massachusetts 02412 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the U.S. Registration No. **3616739** issued May 5, 2009 for the Mark **PATIENTSECURE** ("the Mark");

WHEREAS Assignor and Assignee are parties to that certain Securities Purchase Agreement dated April 30, 2015, pursuant to which Imprivata, Inc. acquired all of the outstanding equity interests of HT Systems, LLC.;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized representative as of the date first written above.

ASSIGNOR: HT SYSTEMS, LLC

Name: David Wiener

Signature: 

Title: Sellers Representative