

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCOLADE, INC.		11/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	300 WEST SIXTH STREET, SUITE 2230		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3551442	ACCOLADE	
Registration Number:	4323423	ACCOLADE HEALTH ASSISTANT	
Registration Number:	4440782	KONCIERGEMD	
Registration Number:	3630331		
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0029		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	11/25/2015		
Total Attachments: 6			
source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page1.tif			

OP \$115.00 3551442

source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page2.tif
source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page3.tif
source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page4.tif
source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page5.tif
source=Active_72853873_1_Accolade Amended and Restated IP Security Agreement 2 #page6.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is entered into as of November 20, 2015 by and between ACCOLADE, INC., a Delaware corporation ("**Borrower**"), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership, as agent for the Lenders ("**Agent**").

RECITALS

Borrower and Escalate Capital Partners SBIC III, LP, a Delaware limited partnership ("**Escalate**"), previously entered into that certain Intellectual Property Security Agreement dated as of December 1, 2014 (the "Original Intellectual Property Security Agreement");

Borrower and Escalate have agreed to execute this Agreement to amend and restate the Original Intellectual Property Security Agreement; and

Escalate and Comerica Bank ("**Comerica**" and, together with Escalate, the "**Lenders**") have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Amended and Restated Loan and Security Agreement by and among Lenders, Agent and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Lenders have appointed Agent to act as agent under the Loan Agreement and the other Transaction Documents. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Agent a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower, Lenders and Agent, Borrower grants to Agent, for the benefit of itself and the Lenders, a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

660 W. Germantown Pike, Suite #500
Plymouth Meeting, PA 19462

BORROWER:

ACCOLADE, INC.,
a Delaware corporation

By:

Name: Rajeev Singh

Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read "Rajeev Singh", is written over a horizontal line. The signature is stylized and cursive.

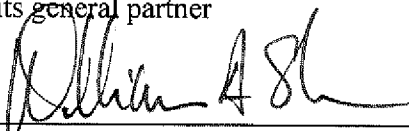
Address of Agent:

300 West Sixth Street, Suite 2230
Austin, Texas 78701

AGENT:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 

Name: William A. Schell

Title: Manager

[Signature Page to Amended and Restated IP Security Agreement]

TRADEMARK
REEL: 005676 FRAME: 0877

SCHEDULE A
Copyrights

None

SCHEDULE B
Patents

None

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accolade Service Mark	3551442	12/23/08
Accolade Health Assistant Service Mark	4,323,423	4/23/13
KonciergeMD Service Mark	4440782	11/26/13
[Design Only] Service Mark	3630331	6/2/09