

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Secured Party assigns it's security interest to successor in interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERCULES TECHNOLOGY II, L.P.		11/12/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES TECHNOLOGY III, L.P.		
Street Address:	400 Hamilton Ave., Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4386738	INSTAMED	
Registration Number:	3403493	INSTAFUND	
Registration Number:	3403492	INSTAAUTH	
Serial Number:	86032836	INTEGRATED ERA/EFT	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	HERCULES-INSTAMED (TMS)		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	12/15/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT** (the "**Assignment**"), dated as of November 12, 2015 (the "**Effective Date**"), is executed and delivered by **HERCULES TECHNOLOGY II, L.P.**, a Delaware limited partnership ("**Assignor**" or "**HTII**"), for the benefit of **HERCULES TECHNOLOGY III, L.P.**, a Delaware limited partnership ("**Assignee**" or "**HTIII**"). Each party is referred to herein as a "**Party**," and Assignor and Assignee are collectively referred to as the "**Parties**."

Recital

A. Borrower and HTII are parties to that certain Intellectual Property Security Agreement dated as of September 30, 2013, (as the same may be further amended, restated or otherwise modified from time to time, the "Agreement"). HTII intends to assign to HTIII all right, title and interest it may have under the Agreement and that HTIII shall be deemed a successor in interest to HTII under the Agreement.

In consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms:

"**Borrower**" or "**Grantor**" means INSTAMED COMMUNICATIONS, LLC, a Pennsylvania limited liability company.

"**Intellectual Property Collateral**" means:

(a) 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**");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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**");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, excluding "intent-to-

use” applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademarks (or Trademark applications) under applicable federal law, and the entire goodwill of the business of Grantor symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Assignment

Assignor hereby assigns to Assignee all right, title and interest it may have under the Agreement, and Assignee shall be deemed a successor in interest to Assignor under the Agreement. Assignor hereby irrevocably and perpetually sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest in and to all the Intellectual Property Collateral.

3. Miscellaneous

(a) Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California other than conflict of laws principles thereof directing the application of any law other than that of California.

(b) Counterparts; Facsimiles. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

**HERCULES TECHNOLOGY II, L.P.,
a Delaware limited partnership**

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Technology Growth Capital, Inc.,
its Manager

By: _____
Name: Per by
Title: Assistant

ASSIGNEE:

**HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership**


By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Technology Growth Capital, Inc.,
its Manager

By: _____
Name: Per by
Title: Assistant

Acknowledged and agreed to:

INSTAMED COMMUNICATIONS, LLC

By 

Name: William F. Marzin

Title: CEO + President

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD OF ACCELERATED HEALTHCARE CLAIM PAYMENT	20090157435	06/18/2009
	12332958	12/11/2008
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	8731962	05/20/2014
	20120296815	11/22/2012
	13559904	07/27/2012
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	8538875	09/17/2013
	11556875	07/27/2012
SYSTEMS AND METHODS FOR AUTOMATICALLY COLLECTING PAYMENT	14328034	07/10/2014
SYSTEMS AND METHODS FOR PROVIDING A CONSUMER DISCOUNT (<i>PROVISIONAL</i>)	62158816	05/08/2015
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	14078372	11/12/2013
	20140074500	03/13/2014
INTEGRATED HEALTHCARE AND FINANCIAL CARD	11556551	11/03/2006
	20070100664	05/03/2007

EXHIBIT C

U.S. TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED ERA/EFT	86032836	08/08/2013
INSTAMED	4386738	08/20/2013
	85688860	07/27/2012
INSTAFUND	3403493	03/25/2008
	78922912	07/5/2006
INSTAAUTH	3403492	03/25/2008
	78922890	07/05/2006

FOREIGN TRADEMARKS

Description	Country	Registration/Application Number	Registration/Application Date
INSTAMED	CTM	9916941	04/22/2011
INSTAMED	Mexico	1173667	04/26/2011
INSTAMED	Canada	1525055	04/26/2011
INSTAMED	Canada	1595127	09/20/2012
INSTAMED	CTM	11205598	09/21/2012
INSTAMED	Mexico	1317630	10/16/2012

EXHIBIT D

MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE