# CH \$140.00 866811

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

r v1.1 ETAS ID: TM374226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orange Health Solutions, Inc.d/b/a Citra Health Solutions		02/22/2016	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank	
Street Address:	2400 Hanover Street	
City:	Palo Alto	
State/Country:	CALIFORNIA	
Postal Code:	94304	
Entity Type:	Banking corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	86681116	EZ-INSIGHT
Serial Number:	86358336	C CITRA
Serial Number:	86358340	CITRA HEALTH SOLUTIONS
Serial Number:	86358342	CITRA
Serial Number:	86358348	EXTRACT THE POWER OF HEALTH

### CORRESPONDENCE DATA

**Fax Number:** 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Ave., Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51285-32550
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/

DATE SIGNED:	02/23/2016
Total Attachments: 5	
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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of February 22, 2016, is made by ORANGE HEALTH SOLUTIONS, INC., a Delaware Corporation d'b/a Citra Health Solutions, ("Grantor"), in favor of SILICON VALLEY BANK ("Bank") pursuant to that certain Loan and Security Agreement, dated as of February 22, 2016 ("LSA"), as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the LSA.

### **RECITALS**

Pursuant to the LSA, Bank agreed to extend credit to Grantor in the amounts and manner set forth in the LSA. Bank is willing to extend such credit only upon the condition, among others, that Grantor grant to Bank a security interest in the Collateral (as defined in the LSA), including certain Trademarks to secure the Obligations (as defined in the LSA).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the LSA and the other Credit Documents, Grantor hereby grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Trademarks listed on Schedule A hereto), and including without limitation 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 renewals and extensions thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guarantee and Collateral Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the LSA and the other Credit Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the LSA or any of the other Credit Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the LSA or any of the other Credit Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN

ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

[Signatures on next pages]

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

GRANTOR:

ORANGE HEALTH'SOLUTIONS, INC.

d/b/a Citra Health Soligitons

Name: Howard Buff

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Orange Health Solutions, Inc.]

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

BANK:

SILICON VALLEY BANK

By:

Name: Peter Freyer

Title: <u>Managing Director</u>

# EXHIBIT A

# Trademarks

# U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Serial No/Reg. No
ORANGE HEALTH SOLUTIONS, INC.	EZ-INSIGHT	01-JUL-2015	88881118
ORANGE HEALTH SOLUTIONS, INC.	C CITRA Citra	05-AUG-2014	86356338
ORANGE HEALTH SOLUTIONS, INC.	CITRA HEALTH SOLUTIONS	05-AUG-2014	86358340
ORANGE HEALTH SOLUTIONS, INC.	CITRA	05-AUG-2014	86358342
ORANGE HEALTH SOLUTIONS, INC.	EXTRACT THE POWER OF HEALTH	05-AUG-2014	86358348

TRADEMARK
REEL: 005737 FRAME: 0611

**RECORDED: 02/23/2016**