

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APRIMA MEDICAL SOFTWARE, INC.		02/25/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LEAVITT-COVINGTON VENTURES, LLC		
Street Address:	3450 Sacramento St.		
Internal Address:	#718		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94118		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3815647	APRIMA	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	123103-301		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	02/26/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 25, 2016 by and between LEAVITT-COVINGTON VENTURES, LLC, a California limited liability company ("Lender") and APRIMA MEDICAL SOFTWARE, INC., a Delaware corporation ("Aprima" or the "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Lender and the Grantor dated as of February 25, 2016 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that the Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 its obligations under the Loan Agreement, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include Excluded Property.

The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Intellectual Property Security Agreement upon request by Lender.

The Grantor hereby authorizes Lender to (a) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement and (b) file a duplicate original of this Intellectual Property Security Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

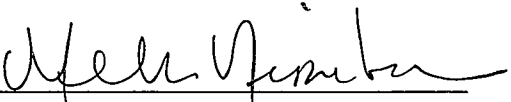
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

c/o Aprima Medical Software, Inc.
3300 Keller Springs, Suite 201
Carrollton, TX 75006
Attn: Dennis Lee Rone
FAX: (214) 206-3666
Email:lrone@aprima.com

GRANTOR:

APRIMA MEDICAL SOFTWARE, INC.

By: 
Name: Michael Nissenbaum
Title: President and Chief Executive Officer

Address of Lender:

Leavitt-Covington Ventures, LLC
3450 Sacramento St. # 718
San Francisco, CA 94118
Attn: Dennis Covington
FAX: (415) 479-4481
Email: Dennis@ohanaadvisors.com

LENDER:

LEAVITT-COVINGTON VENTURES, LLC

By: _____
Name:
Title:

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.

Address of Grantor:

Aprima Medical Software, Inc.
3300 Keller Springs, Suite 201
Carrollton, TX 75006
Attn: _____
FAX: () _____
Email: _____

GRANTOR:

APRIMA MEDICAL SOFTWARE, INC.

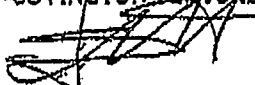

By: _____
Name:
Title:

Address of Lender:

Leavitt-Covington Ventures, LLC
3450 Sacramento St, # 718
San Francisco, CA 94118
Attn: Dennis Covington
FAX: (415) 479-4481
Email: Dennis@ohanaadvisors.com

LENDER:

LEAVITT-COVINGTON VENTURES, LLC

By:  _____ 
Name: Stephen S. Leavitt
Title: Managing Member 2/23/16

[Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Entity	Title	Type of Work	Registration No.	Registration Date
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Practice relationship manager 2005.	Computer File	TX0007245649	11/07/2008
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Practice relationship manager 2006.	Computer File	TX0007230846	11/03/2008
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Practice relationship manager 2007.	Computer File	TX0007318483	10/15/2008
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Practice relationship manager 2008.	Computer File	TX0007274629	10/15/2008

EXHIBIT B

Patents

Entity	Title	Application No.	Patent No.	Date Filed	Status
Aprima Medical Software, Inc. (f/k/a iMedica Corporation)	Medical records data security system	09571076	6874085	05/15/2000	Expired
Aprima Medical Software, Inc. (f/k/a iMedica Corporation)	System and method for selective replication of electronic data	13859026	N/A	04/09/2013	Abandoned
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Method and apparatus for transmission control during braking	09713931	6269295	11/16/2000	Active
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	Patient referral and physician-to-physician marketing method and system	09871325 20060106644	N/A	05/30/2001	Abandoned

EXHIBIT C

Trademarks

Entity	Mark	Serial No.	Registration No.	Date Filed	Status
Aprima Medical Software, Inc. (f/k/a iMedica Corporation)	APRIMA	77777946	3815647	07/09/2009	Active
Aprima Medical Software, Inc. (f/k/a iMedica Corporation)	PHYSICIANSUITE	75811240	2472521	09/28/1999	Cancelled
Aprima Medical Software, Inc. (f/k/a iMedica Corporation)	PHYSICIANSUITE	78972557	3265137	09/12/2006	Cancelled
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	YOUR PRACTICE. YOUR CHOICE.	77374485	N/A	01/17/2008	Abandoned
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	IMEDIVAULT	77301883	N/A	10/11/2007	Abandoned
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	IMEDICARES	77048026	N/A	11/30/2006	Abandoned
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	IMEDICA	75776082	N/A	08/13/1999	Abandoned
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	I	75775984	2607878	08/13/1999	Cancelled
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	I	75775606	2652239	08/13/1999	Cancelled
iMedica Corporation (n/k/a Aprima Medical Software, Inc.)	IMEDICA	75774749	2834742	08/13/1999	Cancelled