

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHEDGE SOFTWARE, INC.		03/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3145466	HEALTHEDGE	
Registration Number:	4371968	H HEALTHEDGE	
Registration Number:	3145472	HEALTHRULES	
Registration Number:	3816480	CLICK4CARE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F161689		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	03/07/2016		
Total Attachments: 8			

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of March 3, 2016, by and between **HEALTHEDGE SOFTWARE, INC.**, a Delaware corporation, with its principal place of business at 30 Corporate Drive, Burlington, Massachusetts 01803 ("Grantor") and **SILICON VALLEY BANK**, a California corporation with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 23, 2011 (as amended, the "IP Agreement") in favor of Bank, pursuant to which the Grantor pledged, granted and assigned a security interest in favor of Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor and Bank desire to amend such IP Agreement as stated herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits. Exhibits A, B, C and D to the IP Agreement are hereby deleted in their entirety and replaced with Exhibits A, B, C and D attached hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

HEALTHEDGE SOFTWARE, INC.

By: 

Name: Matthew W. Hughes

Title: CFO

"Bank"

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

HEALTHEDGE SOFTWARE, INC.

By: _____

Name: _____

Title: _____

"Bank"

SILICON VALLEY BANK

By: *Lauren Cole*

Name: Lauren Cole

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Claim Processing	App. 09/833,097	4/10/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HEALTHEDGE	Reg. No. 3145466	9/19/2006
HEALTHEDGE	Reg. No. 4371968	7/23/2013
HEALTHRULES	Reg. No. 3145472	9/19/2006
CLICK4CARE	Reg. No. 3816480	7/13/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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