

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377408

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|---|-----------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INTELICHART, LLC | | 02/25/2016 | Limited Liability Company: NORTH CAROLINA |
| HEALTHCARE SYSTEMS HOLDINGS, LLC | | 02/25/2016 | Limited Liability Company: NORTH CAROLINA |
| INTEGRATED HEALTHCARE SOLUTIONS, LLC | | 02/25/2016 | Limited Liability Company: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BLVD., SUITE 100 | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3472992 | INTELICHART | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6506440520 | | |
| <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: | 6506483802 | | |
| Email: | PATTY@PATTYCHENG.COM | | |
| Correspondent Name: | PATTY CHENG | | |
| Address Line 1: | 2625 Middlefield Rd., #215 | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 | | |
| ATTORNEY DOCKET NUMBER: | 1-1200 | | |
| NAME OF SUBMITTER: | PATTY CHENG | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 03/21/2016 | | |
| Total Attachments: 6 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 25, 2016 (the "Agreement") is entered into by and between INTELICHART, LLC, a North Carolina limited liability company ("InteliChart"), HEALTHCARE SYSTEMS HOLDINGS, LLC, a North Carolina limited liability company ("Parent"), INTEGRATED HEALTHCARE SOLUTIONS, LLC, a North Carolina limited liability company ("IHS"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). InteliChart, Parent, and IHS are each also referred to herein as a "Grantor", and collectively, as the "Grantors".

Reference is made to the Loan and Security Agreement, dated as of February 25, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

LENDER:

INTELICHART, LLC

WESTERN ALLIANCE BANK

By: [Signature]

By: _____

Name: Gary Hamill

Name: _____

Title: CEO

Title: _____

HEALTHCARE SYSTEMS HOLDINGS, LLC

Address for Notices:
Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

By: [Signature]

Name: Gary Hamill

Title: CEO

INTEGRATED HEALTHCARE SOLUTIONS, LLC

By: [Signature]

Name: Gary Hamill

Title: CEO

Address for Notices for all Grantors:

1061 Red Ventures Drive, Suite 130
Fort Mill, SC 29707
Attn: Jason Scherr – CFO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

LENDER:

INTELIChart, LLC

WESTERN ALLIANCE BANK

By: _____

By:  _____

Name: _____

Name: Joseph Holmes Dwyer

Title: _____

Title: Vice President

HEALTHCARE SYSTEMS HOLDINGS, LLC

Address for Notices:

By: _____

Attn: Note Department

Name: _____

55 Almaden Boulevard, Suite 100

Title: _____

San Jose, California 95113

Fax: (408) 282-1681

INTEGRATED HEALTHCARE SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Address for Notices for all Grantors:

1061 Red Ventures Drive, Suite 130

Fort Mill, SC 29707

Attn: Jason Scherr – CFO

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Name of Owner</u> | <u>Type of Work:</u> | <u>Title:</u> | <u>Registration Number:</u> | <u>Filing Date:</u> |
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EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| <u>Owner</u> | <u>Description:</u> | <u>U.S. Serial Number:</u> | <u>Filing Date</u> | <u>U.S. Registration Number</u> | <u>Registration Date</u> |
|--------------|---------------------|--------------------------------|--------------------|---|------------------------------|
| InteliChart | INTELICHART | 77083609 | January 16, 2007 | 3472992 | July 22, 2008 |
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EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Name of Owner</u> | <u>Title:</u> | <u>Patent Number:</u> | <u>Application Number:</u> | <u>Issue / Publication Date:</u> |
|----------------------|--|-----------------------|----------------------------|----------------------------------|
| InteliChart LLC | Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems | US 2016/0019348 A1 | 14/333,215 | Jan. 21, 2016 |
| InteliChart LLC | Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems | US 2016/0019347 A1 | 14/333,179 | Jan. 21, 2016 |
| InteliChart LLC | Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems | US 2016/0019346 A1 | 14/333,132 | Jan. 21, 2016 |
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