

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TALYST SYSTEMS, LLC		07/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86953709	AUTOFREEZE	
Serial Number:	86953707	AUTOSECURE	
Serial Number:	86953704	AUTOPACK	
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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1737		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	07/18/2016		
Total Attachments: 10			

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of July ¹⁵, 2016 (the "Amendment") by and between **COMERICA BANK** ("Bank") and **TALYST SYSTEMS, LLC**, a Delaware limited liability company ("Grantor").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of June 30, 2015, as amended from time to time (the "IPSA"). The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby amended by adding those Trademarks listed on Exhibit C attached hereto.

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

TALYST SYSTEMS, LLC

Address of Grantor:

11335 NE 122nd Way, Suite 200
Kirkland, WA 98034

By: 
Name: Caria Corbett
Title: C.E.O.

BANK:

COMERICA BANK

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

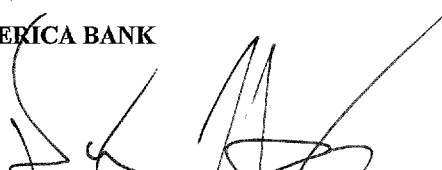
By: 
Name: Douglas Hollenbeck
Title: Vice President

EXHIBIT C
Trademarks

Description	Registration/ Application Number	Registration/ Application Date
AUTOFREEZE	86/953,709	03/25/16
AUTOSECURE	86/953,707	03/25/16
AUTOPACK	86/953,704	03/25/16

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2015 by and between **COMERICA BANK** ("Bank") and **TALYST SYSTEMS, LLC**, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan 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 Loan Agreement or any of the Loan 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 Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.


GRANTOR:

TALYST SYSTEMS, LLC

By: Union Bay Capital Partners I, LLC, its sole member
By: Union Bay Capital Management, LLC, its manager
By: Columbia Pacific Advisors, LLC, its manager

Address of Grantor:

11335 NE 122nd Way, Suite 200
Kirkland, WA 98034
Attn: _____

By: 
Name: Alan Sprague
Title: COO & General Counsel

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK


By: 
Name: Yasmin Smith
Title: VP

EXHIBIT A

Full Title	Copyright Number	Date
InSiteRx Software v. 1.0	TX0007116183	2008

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

Nos.	Title	Country/ Inventors	Appl. No./ Date Filed	Patent No./ Issue Date/ Exp. Date	Status
1	Remote Healthcare Kiosk	USA D.O. Clarke M.T. Sneller G.R. Kondrach	62/106172 1/21/2015		Pending
2	Combined Pharmaceutical Packager and Prepackaged Pharmaceutical System	USA D.O. Clarke	13/674676 11/12/2012		Pending
3	Remote Pharmaceutical Dispensing System	USA D.O. Clarke J.E. Torina	12/360060 01/26/2009	8196774 06/12/2012 12/06/2029	Issued
4	Zero Cross-Contamination Collector	USA D.O. Clarke G.H. Wathen	12/345616 12/29/2008	8464899 06/18/2013 10/04/2029	Issued
5	Systems and Methods for Managing Medication-Dispensing Canisters	USA R. Sanders H. Singh F. Mackeown P. Richardson J. Manning D.O. Clarke	13/298172 11/16/2011	8655486 02/18/2014 09/04/2032	Issued
6	Zero Cross-Contamination Collector	Japan D.O. Clarke G.H. Whalen	2010-540935 12/29/2008	5256302 04/26/2013 12/29/2028	Issued
7	Zero Cross-Contamination Collector	South Korea D.O. Clarke G.H. Whalen	10-2010-7016382 12/29/2008	10-125141 08/05/2013 12/29/2028	Issued
8	Apparatus for Tracking and Dispensing Refrigerated Medications	USA D.O. Clarke J.E. Torina	11/835269 08/07/2007	7676299 03/09/2010 08/07/2027	Issued
9	Method and Apparatus for Delivering Barcode-to-Dose Labels	USA T.G. McCarthy J.E. Torina D. Clarke J.A. Moulds T.E. Vorndran	11/311705 12/19/2005	7708042 05/04/2010 08/13/2024	Issued

Nos.	Title	Country/ Inventors	Appl. No./ Date Filed	Patent No./ Issue Date/ Exp. Date	Status
10	Method and Apparatus for Delivering Barcode-to-Dose Labels	USA T.G. McCarthy J.E. Torina D. Clarke J.A. Moulds T.E. Vorndran	11/481449 07/05/2006	7722083 05/25/2010 12/24/2025	Issued
11	Method for Delivering a Container to a Marking Apparatus	USA D.O. Clarke J.E. Torina J. Butt G. Eastman S. Pawlawski	11/621480 01/09/2007	7779988 08/24/2010 03/03/2029	Issued
12	Apparatus for Delivering a Container to a Marking Apparatus	USA D.O. Clarke J.E. Torina J. Butt G. Eastman S. Pawlawski	11/621066 01/08/2007	7802671 09/28/2010 01/23/2029	Issued
13	Dispensing canister for delivery of solid medications	USA D. Clarke K. Bumb G. Wathen	12/477,281 6/3/2009	8,066,150 11/29/2011 4/11/2032	Issued
14	Dispensing canister for delivery of solid medications	USA D. Clarke K. Bumb G. Wathen	13/247,206 9/28/2011	8,272,534 9/25/2012 4/11/2032	Issued
15	Dispensing canister for delivery of solid medications	USA D. Clarke K. Bumb G. Wathen	13/313,418 12/7/2011	8,590,737 11/26/2013 7/22/2031	Issued
16	Dispensing canister for delivery of solid medications	Canada D. Clarke K. Bumb G. Wathen	2,704,410 5/17/2010		Pending
17	Dispensing canister for delivery of solid medications	EP D. Clarke K. Bumb G. Wathen	10164868.1 6/3/2010	2263638 3/18/2015 6/3/2030	Issued
18	Dispensing canister for delivery of solid medications	JP D. Clarke K. Bumb G. Wathen	2010-127790 6/3/2010	5200062 2/15/2013 6/3/2030	Issued

Nos.	Title	Country/ Inventors	Appl. No./ Date Filed	Patent No./ Issue Date/ Exp. Date	Status
19	Dispensing canister for delivery of solid medications	KR D. Clarke K. Bumb G. Wathen	10-2010-0052495 6/3/2010	10- 1238245 2/22/2013 6/3/2030	Issued
20	Dispensing canister for delivery of solid medications	MX D. Clarke K. Bumb G. Wathen	MX/a/2010/0061 03 6/3/2010	314385 10/21/2013 6/3/2030	Issued
21	Dispensing canister for delivery of solid medications	Germany	10164868.1 6/3/2010	602010023 148.8 3/18/2015 6/3/2030	Registered
22	Dispensing canister for delivery of solid medications	Switzerland	10164868.1 6/3/2010	2263638 3/18/2015 6/3/2030	Registered
23	Dispensing canister for delivery of solid medications	Sweden	10164868.1 6/3/2010	2263638 3/18/2015 6/3/2030	Registered
24	Dispensing canister for delivery of solid medications	Netherlands	10164868.1 6/3/2010	2263638 3/18/2015 6/3/2030	Registered

EXHIBIT C

Trademarks

Country	Serial Number	Reg. Number	Word Mark
US	85377883	4151717	AUTOVAULT
US	85067890	4051625	AUTOCAROUSEL
US	78978619	3292373	TALYST
US	78978617	3292372	TALYST
US	78951407	3253698	AUTOSPLIT
US	77728719	3718322	INSITE
US	77092062	3845554	AUTOCOOL
US	77026274	3252802	AUTOLABEL
US	76083054	2764746	AUTOPHARM
Australia	1432309		INSITE
Canada	1527345		INSITE
EU		1079246	INSITE
Madrid	A0024501	1079246	INSITE