

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPRIVATA, INC.		09/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4325686	CORTEXT	
Registration Number:	4378775	ENABLING HEALTHCARE. SECURELY.	
Registration Number:	2783822	IMPRIVATA	
Registration Number:	2888235	IMPRIVATA	
Registration Number:	4852272	IMPRIVATA CONFIRM ID	
Registration Number:	4601936	IMPRIVATA CORTEXT	
Registration Number:	4620888	IMPRIVATA HEALTHCON	
Registration Number:	2246631	NETSIGN	
Registration Number:	4265965	NO CLICK ACCESS	
Registration Number:	2777653	ONESIGN	
Registration Number:	4075295	ONESIGN ANYWHERE	
Registration Number:	3815524	ONESIGN SECURE WALK-AWAY	
Registration Number:	3616739	PATIENTSECURE	
Serial Number:	87077329	IMPRIVATA PATIENTSECURE	
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>			

OP \$365.00 4325686

TRADEMARK

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
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: F165471

NAME OF SUBMITTER: Matthew R. Pierce

SIGNATURE: /Matthew R. Pierce/

DATE SIGNED: 09/19/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of September 16, 2016, is entered into by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "*Grantor*" and, collectively, the "*Grantors*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among the Assignee, **IMPRIVATA INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation ("*Holdings*"), **PROJECT BRADY MERGER SUB, INC.**, a Delaware corporation and wholly owned Subsidiary of Holdings ("*Merger Sub*" or the "*Initial Borrower*"), to be merged with and into **IMPRIVATA, INC.**, a Delaware corporation (the "*Target*" and following the consummation of the Acquisition, the "*Borrower*"), and the other parties thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Holdings, Merger Sub, the Borrower, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of a Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

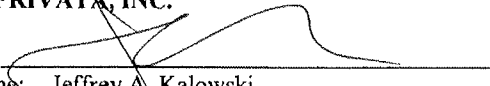
[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BORROWER:

IMPRIVATA, INC.

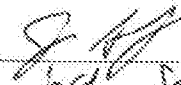
By: 
Name: Jeffrey A. Kalowski
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005880 FRAME: 0224

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: John J. Sullivan
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

United States Trademark Registrations

Trademark	Reg No.	Reg. Date	Owner
CORTEXT	4325686	4/23/2013	Imprivata, Inc.
ENABLING HEALTHCARE. SECURELY	4378775	8/6/2013	Imprivata, Inc.
IMPRIVATA	2783822	11/18/2003	Imprivata, Inc.
IMPRIVATA	2888235	9/28/2004	Imprivata, Inc.
IMPRIVATA CONFIRM ID	4852272	11/10/2015	Imprivata, Inc.
IMPRIVATA CORTEXT	4601936	9/9/2014	Imprivata, Inc.
IMPRIVATA HEALTHCON	4620888	10/14/2014	Imprivata, Inc.
NETSIGN	2246631	5/18/1999	Imprivata, Inc.
NO CLICK ACCESS	4265965	12/25/2012	Imprivata, Inc.
ONESIGN	2777653	10/28/2003	Imprivata, Inc.
ONESIGN ANYWHERE	4075295	12/20/2011	Imprivata, Inc.
ONESIGN SECURE WALK-AWAY	3815524	7/6/2010	Imprivata, Inc.
PATIENTSECURE	3616739	5/5/2009	Imprivata, Inc.

United States Trademark Applications

Trademark	Application No.	Filing Date	Owner
IMPRIVATA PATIENTSECURE	87/077329	6/20/2010	Imprivata, Inc.