

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHREESIA, INC.		11/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX GROWTH CAPITAL, LLC		
Street Address:	1717 MAIN STREET, SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86246975	PHREESIA	
Serial Number:	86247160	PHREESIA	
Registration Number:	3491250	PHREESIA	
Registration Number:	3491251	PHREESIA	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AARON J. PICKELL		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0026		
NAME OF SUBMITTER:	Aaron Pickell		
SIGNATURE:	/Aaron Pickell/		
DATE SIGNED:	11/22/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 7, 2016 (the "Effective Date") by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (individually, "ORIX") as collateral agent for itself and the other Lenders described below (in such capacity the "Agent"), and PHREESIA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among ORIX, Escalate Capital Partners SBIC, III, LP, a Delaware limited partnership ("Escalate", and together with ORIX, the "Lenders"), Agent and Grantor dated as of the date hereof (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest (subject only to Permitted Liens) in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks 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.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Agent and the Lenders with at least five (5) days prior written notice thereof, (ii) providing Agent and the Lenders with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lenders may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lenders identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Agent.

4. The security interest granted herein is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent and the Lenders 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 Agent and the Lenders as a matter of law or equity. Each right, power and remedy of Agent and the Lenders 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 Agent or any Lender 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 Agent or any Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent, the Lenders and Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that Agent and the Lenders shall retain all rights arising under Federal law.

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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:

432 Park Avenue South
New York, New York 10016
Attn: Thomas Altier

GRANTOR:

PHREESIA, INC.

By: 
Name:
Title:

THOMAS ALTIER
CFO

Address of Agent:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

AGENT:

ORIX GROWTH CAPITAL, LLC

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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:

Address of Grantor:

432 Park Avenue South
New York, New York 10016
Attn: Thomas Altier

PHREESIA, INC.

By: _____
Name:
Title:

AGENT:

Address of Agent:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name: Mark Campbell
Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

82973552

TRADEMARK
REEL: 005927 FRAME: 0936

SCHEDULE A

Copyrights

Description




Copyright No.

Date

N/A

SCHEDULE B

Trademarks

<u>US-1</u>	PHREESIA Cross References: FREESIA	USPTO	9 42 44		PHREESIA, INC.	App 86246975		Pending
<u>US-2</u>	PHREESIA Cross References: FREESIA	USPTO	9 42 44		PHREESIA, INC.	App 86247160		Pending
<u>US-3</u>	PHREESIA Cross References: FREESIA	USPTO	9 42 44	Phreesia	PHREESIA, INC.	App 77201066	Reg 3491250	Registered
<u>US-4</u>	PHREESIA	USPTO	9 42 44		PHREESIA, INC.	App 77201118	Reg 3491251	Registered

SCHEDULE C

Patents

Patent Application

Publication No: US 2012/0143620 A1

Application No.: 13/309,912

Publication Date: June 7, 2012

Assignee: Phreesia, Inc.

Method and System for Determining a Patient's Responsibility to a Provider