

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loyale Healthcare, LLC		12/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	hInsight-Loyale Healthcare Holdings, LLC		
Street Address:	One Park Plaza		
Internal Address:	Bldg. 1		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87107172	LOYALE	
Serial Number:	87112100	LOYALE PFM	
Serial Number:	87112106	LOYALE PATIENT FINANCIAL MANAGER	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8491		
Email:	anorwood@wallerlaw.com		
Correspondent Name:	E. Andrew Norwood		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	003200.63946 Loyale		
NAME OF SUBMITTER:	E. Andrew Norwood		
SIGNATURE:	/E. Andrew Norwood/		
DATE SIGNED:	12/09/2016		
Total Attachments: 10			

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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is entered into as of December 8, 2016, by Loyale Healthcare, LLC (“**Grantor**”) in favor of hInsight-Loyale Healthcare Holdings, LLC (“**Grantee**”).

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Loan Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), providing for extension of credit to be made to Grantor by Grantee. All terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, in connection with the Loan Agreement, Grantor and Grantee are parties to that certain Security and Pledge Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), pursuant to which Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor.

WHEREAS, pursuant to the terms of the Security and Pledge Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (a) all patents of the United States or any other country and all reissues and extensions thereof, (b) all applications for a patent of the United States or any other country, (c) all divisions, continuations and continuations-in-part, reissues or reexaminations thereof or other patents/applications entitled to claim priority thereto, in each case, together with any and all (i) rights and privileges arising under applicable Law and international treaties and conventions with respect to the foregoing, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to claims for past, present or future infringements thereof ((a), (b) and (c), collectively “**Patents**”), (d) any agreement, whether written or oral, providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent, (e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the U.S. Patent and Trademark Office or in any similar Governmental Authority of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, (f) all renewals thereof, in each case, together with any and all (i) rights and privileges arising under applicable Law and international treaties and conventions with respect to the foregoing, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to claims for past, present or future infringements thereof ((e) and (f), collectively, “**Trademarks**”), (g) any agreement, written or oral, providing for the

grant by or to a Grantor of any right to use any Trademark, and (h) all products and proceeds of the foregoing, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security and Pledge Agreement. The Loan Agreement and the Security and Pledge Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security and Pledge Agreement, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent and Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Patent used in the business of such Grantor, including without limitation, those listed on Schedule 1 annexed hereto; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent.

(c) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Trademark, or (ii) injury to the goodwill associated with any Trademark

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the report required to be delivered by Grantor under Section 3.2(a) of the Loan Agreement, Grantor shall (i) provide Grantee a listing of any new Patent or Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Patents and Trademarks**") acquired during the preceding calendar quarter and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Patents and Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Patents and Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such

supplement may be and is intended by the parties to be filed with the U.S. Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee that **Schedule 1** sets forth a full, complete and correct list of all issued Patents, Trademarks and pending patent or trademark applications owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Loan Agreement or the Security and Pledge Agreement, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Patent and Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Delaware from time to time.

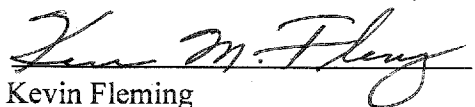
6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Patent and Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

LOYALE HEALTHCARE, LLC

By: 

Name: Kevin Fleming

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

**hINSIGHT-LOYALE HEALTHCARE
HOLDINGS, LLC**

By: Health Insight Capital, LLC
Its: Sole Member

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Patent and Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

LOYALE HEALTHCARE, LLC

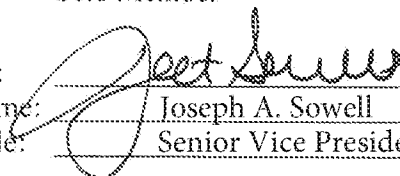
By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

INSIGHT-LOYALE HEALTHCARE
HOLDINGS, LLC

By: Health Insight Capital, LLC
Its: Sole Member

By:  _____
Name: Joseph A. Sowell
Title: Senior Vice President

Schedule 1

Mark	Application No.	Application Date	Status
LOYALE	87/107172	July 18, 2016	Pending, Approved; will be published for opposition on 12/06/16
LOYALE PFM	87/112100	July 21, 2016	Pending, Approved; will be published for opposition on 12/13/16
LOYALE PATIENT FINANCIAL MANAGER	87/112106	July 21, 2016	Pending, Approved; will be published for opposition on 01/03/17

EXHIBIT A

SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This **SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of this ___ day of _____, 201__ by [_____] (the "Grantor"), in favor of hInsight-Loyale Healthcare Holdings, LLC ("Grantee");

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Loan Agreement dated as of December 8, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Patent and Trademark Security Agreement dated as of December 8, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Patent and Trademark Agreement);

WHEREAS, pursuant to the terms of the Patent and Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Patents and Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Patent and Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Patents and Trademarks, Grantor shall deliver to Grantee this Supplement in the form of Exhibit A to such Patent and Trademark pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Patents and Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security and Pledge Agreement, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security and Pledge Agreement and the Patent and Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Patents and Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent or Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Patents and Trademarks and the proceeds thereof shall be included in

and be part of the Patent and Trademark Collateral and otherwise subject to all of the terms and provisions of the Patent and Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule A sets forth a full, complete and correct list of all issued New Patents and Trademarks and pending applications for Patents or Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Patent and Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Patent and Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Patent and Trademark Agreement. The terms and provisions of the Patent and Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent and Trademark Agreement, all of the provisions of which Patent and Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document (as defined in the Loan Agreement) to the Patent and Trademark Agreement shall be a reference to the Patent and Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Patent and Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

**hINSIGHT-LOYALE HEALTHCARE
HOLDINGS, LLC**

By: Health Insight Capital, LLC
Its: Sole Member

By: _____
Name: _____
Title: _____

**SCHEDULE A TO SUPPLEMENT TO PATENT AND TRADEMARK SECURITY
AGREEMENT
DATED _____**

Patents

Patent Applications

Trademarks

Trademark Applications

4810-5508-4093.3

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RECORDED: 12/09/2016

**TRADEMARK
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