

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDSPHERE SYSTEMS CORPORATION		12/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4856703		
Registration Number:	3759347	MEDSPHERE	
Registration Number:	3759346	OPENVISTA	
Registration Number:	3741201		
Registration Number:	0374120		
Registration Number:	3217466	MEDSPHERE PROVEN HEALTHCARE INFORMATION	
Registration Number:	2987270	OPENVISTA	
Registration Number:	2887467	MEDSPHERE	
Registration Number:	3072384	CHARTLOGIC	
Registration Number:	2604744	VUECENTRIC	
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:	(650) 648-3802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 MIDDLEFIELD ROAD, SUITE 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

OP \$265.00 4856703

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	12/14/2016
Total Attachments: 6 source=Medsphere - IPSA - executed#page1.tif source=Medsphere - IPSA - executed#page2.tif source=Medsphere - IPSA - executed#page3.tif source=Medsphere - IPSA - executed#page4.tif source=Medsphere - IPSA - executed#page5.tif source=Medsphere - IPSA - executed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 14, 2016 (the "Agreement") between MEDSPHERE SYSTEMS CORPORATION, a Delaware corporation ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of December 14, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of 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 of 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.

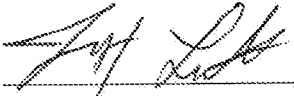
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in 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.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

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

GRANTOR:

MEDSPHERE SYSTEMS CORPORATION

By: 

Name: Irv H. Lichtenwald

Title: CEO

LENDER:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

1903 Wright Place, Suite 120
Carlsbad, CA 92008
Attn: Irv Lichtenwald

Address for Notices:

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

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

GRANTOR:

MEDSPHERE SYSTEMS CORPORATION

By: _____

Name: _____


Title: _____

Address for Notices:

1903 Wright Place, Suite 120
Carlsbad, CA 92008
Attn: Irv Lichtenwald

LENDER:

WESTERN ALLIANCE BANK

By:  _____

Name: Christine Smith

Title: VP

Address for Notices:

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

EXHIBIT A




COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing/Registration Date:</u>	<u>Pre -registered?</u>
Text	CPRS v26	TX0006947523	2009-03-05	
Computer File	OpenVista 1.0.	TX0006947529	2009-02-25	
Computer File	OpenVista 1.5.	TX0006947531	2009-02-25	
Computer File	OpenVista 1.5 sp1.	TX0006947530	2009-02-25	

EXHIBIT B

TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
	86418105	4856703	November 17, 2015
MEDSPHERE.ORG	78704354	3756172	March 2, 2010*
MEDSPHERE	78694830	3741203	January 19, 2010*
MEDSPHERE	78694826	3741202	January 19, 2010*
MEDSPHERE	78694818	3759347	March 9, 2010
OPENVISTA	78694816	3759346	March 9, 2010
	78694822	3741201	January 19, 2010
	78694820	374120	January 19, 2010
MEDSPHERE PROVEN HEALTHCARE INFORMATION SOLUTIONS	78830555	3217466	March 13, 2007
JUMPSIDE	78909032		June 15, 2006*
JUMPS	78909024		June 15, 2006*
JUMPS	78909017		June 15, 2006*
JUMPS	78909012		June 15, 2006*
MEDSPHERE PROVEN HEALTHCARE INFORMATION SOLUTIONS	78830557		March 6, 2006*
OPENVISTA CLINIC	78754396		November 15, 2005*
OPENVISTA CLINIC	78754393		November 15, 2005*
OPENVISTA ENTERPRISE	78682019		July 29, 2005*
OPENVISTA ENTERPRISE	78682018		July 29, 2005*
OPENVISTA EMR	78682015		July 29, 2005*
OPENVISTA EMR	78682014		July 29, 2005*
OPENVISTA ONDEMAND	78681002		July 28, 2005*
OPENVISTA ONDEMAND	78680999		July 28, 2005*
OPENVISTA	78333895	2987270	August 23, 2005
MEDSPHERE	78110109	2887467	September 21, 2004
CHARTLOGIC	76377203	3072384	March 28, 2006
VUECENTRIC	76334830	2604744	August 6, 2002
MEDISPHERE	76483377		January 21, 2003*

*Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
METHODS AND SYSTEMS FOR CREATING AND USING MULTI-DISCIPLINARY TREATMENT PLANS		14/025611	Published	September 12, 2013