

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430727

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANTATA HEALTH, LLC		06/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RURAL INDIA SUPPORTING TRUST		
Street Address:	38955 Hills Tech Drive		
City:	Farmington Hills		
State/Country:	MICHIGAN		
Postal Code:	48331		
Entity Type:	Trust: INDIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3186403	VISTAKEANE	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216-348-5400		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC/Robbie H. Bannan		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
ATTORNEY DOCKET NUMBER:	35471-00005		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H. Bannan/		
DATE SIGNED:	06/09/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of June 8, 2017 among PROJECT HALO HOLDINGS, LLC, a Delaware limited liability company ("HoldCo"), and META HEALTHCARE IT SOLUTIONS LLC, a Delaware limited liability company ("Meta"), and PROJECT HALO BUYER, LLC, a Delaware limited liability company ("PHB"), and CANTATA HEALTH, LLC, a Delaware limited liability company ("CH" and together with HoldCo, Meta, and PHB, each a "**Loan Party**" or "**Grantor**", and collectively, the "**Loan Parties**" or "**Grantors**"), and RURAL INDIA SUPPORTING TRUST (the "**Lender**").

Reference is made to (a) that certain Loan Agreement dated as of June 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Loan Agreement**") among Lender and the Loan Parties, and (b) that certain Security Agreement dated as of June 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among Lender and the Loan Parties. Lender has agreed to extend credit to the Loan Parties subject to the terms and conditions set forth in the Loan Agreement. The Loan Parties are willing to execute and deliver this Agreement in order to induce the Lender to enter into the Loan Agreement, the Security Agreement and certain other Loan Documents (as defined in the Loan Agreement). Accordingly, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or Loan Agreement, as applicable.

2. **Grant of Security Interest.** To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantors hereby grant to the Lender a security interest (the "**Security Interest**") in all of the Grantors' right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the Laws of the United States now owned or at any time hereafter acquired by the Grantors, including those registered or applied for Trademarks listed on Schedule A and Patents listed on Schedule B; provided that no security interest is granted on any intent-to-use trademark applications or patent applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or patent applications under applicable Requirements of Law or other Excluded Property (collectively, the "**Intellectual Property Collateral**"). The Grantors authorize and agree that Lender may record this Agreement with the United States Patent and Trademark Office.

3. **Security Agreement.** The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. **Recordation; New Intellectual Property Collateral.** The Grantors authorize and agree that Lender may record this Agreement with the United States Patent and Trademark Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof

shall automatically apply thereto as if the same were identified on Schedules A and/or B attached hereto and made a part hereof as of the date hereof, and Grantor shall give Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedules A and/or B to include any future Intellectual Property Collateral as contemplated by Sections 2 and this Section 4. Grantors hereby acknowledge that Lender may refile or re-record this Agreement with the United States Patent and Trademark Office, together with any such modification to Schedules A and/or B.

5. **Event of Default.** Grantors shall also execute and deliver to Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default beyond any applicable cure periods; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default beyond any applicable cure periods, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in such Assignment and upon written notice to Grantor and thereafter Lender may, in its discretion, record the Assignment with the United States Patent and Trademark Office.

6. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

7. **Termination.** Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property in a transaction permitted under the Loan Documents, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantors (at the Grantors' sole expense) an instrument in writing in recordable form terminating this Agreement and releasing the grant and security interest in the applicable Intellectual Property under this Agreement and take any other actions reasonably requested by the Grantors to effect such release.

8. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.**

9. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR MICHIGAN STATE COURT LOCATED IN OR OTHERWISE COVERING OAKLAND COUNTY, MICHIGAN IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION**

10. **WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY**

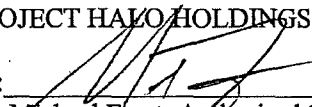
**OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT,
ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY
OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

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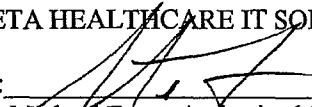
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

PROJECT HALO HOLDINGS, LLC

By: 
Michael Frost, Authorized Signatory


META HEALTHCARE IT SOLUTIONS LLC

By: 
Michael Frost, Authorized Signatory

PROJECT HALO BUYER, LLC

By: 
Michael Frost, Authorized Signatory

CANTATA HEALTH, LLC

By: 
Michael Frost, Authorized Signatory

[Signature page –Intellectual Property Security Agreement]

RURAL INDIA SUPPORTING TRUST, as Lender

By: Ranjeet Singh
Name: Ranjeet Singh
Title: Treasurer and Investment Officer

**SCHEDULE A
TRADEMARKS**

Mark	Serial/ Registration No.
Vista KEANE®	US Registration 3,186,403

**SCHEDULE B
PATENTS**

Patent Title	Serial	Filed	Pub. No.	Patent No.	Issue Date
N/A					