# OP \$90.00 86897335

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM444925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIGHTBEAM HEALTH SOLUTIONS, INC.		09/26/2017	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: 3**

Property Type Number		Word Mark
Serial Number:	86897335	LIGHTBEAM HEALTH SOLUTIONS
Registration Number: 5159017		SEARCHLIGHT
Serial Number: 86665314		BETTER DATA. BETTER DECISIONS. BETTER CA

# **CORRESPONDENCE DATA**

**Fax Number:** 6506440520

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.

**Phone:** 6506483802

**Email:** patty@pattycheng.com

Correspondent Name: Patty Cheng

Address Line 1: 2625 MIDDLEFIELD ROAD, SUITE 215

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	09/26/2017

## **Total Attachments: 5**

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 26, 2017 (the "Agreement") is entered into by and between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and LIGHTBEAM HEALTH SOLUTIONS, INC. ("Grantor"), a Delaware corporation and successor in interest to Browsersoft, Inc.

Reference is made to the Loan and Security Agreement, dated as of September 26, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms used but not defined herein have the meaning given to them in the Loan 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 Borrower 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.

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

GRANTOR:

LIGHTBEAM HEALTH SOLUTIONS, INC.

Title:

Address for Notices: 222 Las Colinas Blvd. Irving, TX 75039

Attn: Jeff Peterson - CFO

LENDER:

WESTERN ALLIANCE BANK

Title:

Address for Notices: Attn: Note Department 55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax:(408) 282-1681

# EXHIBIT A COPYRIGHTS

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Type of Work:	Title:	Registration Number:	Filing Date:

# **EXHIBIT B**

# TRADEMARKS

# Please Check if No Trademarks Exist $\square$

Description:	U.S. Serial Number:	U.S. Registration Number	Filing/ Registration Date
LIGHTBEAM HEALTH SOLUTIONS	86897335		February 4, 2016
SEARCHLIGHT	86897338	5159017	March 14, 2017
BETTER DATA. BETTER DECISIONS. BETTER CARE.	86665314		June 17, 2015
BROWSER/SERVER	75372670		October 14, 1997*

<sup>\*</sup>Indicates dead, abandoned or cancelled trademark

# EXHIBIT C

# **PATENTS**

# Please Check if No Patents Exist ☑

Title:	Patent Number:	Application Number:	Issue / Publication Date:

TRADEMARK REEL: 006162 FRAME: 0855

**RECORDED: 09/28/2017**