

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank, as Agent		10/23/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Imprivata, Inc.		
<b>Street Address:</b>	10 Maguire Road, Building 1, Suite 125		
<b>City:</b>	Lexington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02421		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4325686	CORTEXT	
<b>Registration Number:</b>	4378775	ENABLING HEALTHCARE. SECURELY.	
<b>Registration Number:</b>	2783822	IMPRIVATA	
<b>Registration Number:</b>	2888235	IMPRIVATA	
<b>Registration Number:</b>	4852272	IMPRIVATA CONFIRM ID	
<b>Registration Number:</b>	4601936	IMPRIVATA CORTEXT	
<b>Registration Number:</b>	4620888	IMPRIVATA HEALTHCON	
<b>Registration Number:</b>	2246631	NETSIGN	
<b>Registration Number:</b>	4265965	NO CLICK ACCESS	
<b>Registration Number:</b>	2777653	ONESIGN	
<b>Registration Number:</b>	4075295	ONESIGN ANYWHERE	
<b>Registration Number:</b>	3815524	ONESIGN SECURE WALK-AWAY	
<b>Registration Number:</b>	3616739	PATIENTSECURE	
<b>Serial Number:</b>	87077329	IMPRIVATA PATIENTSECURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>			
<b>Email:</b>	awexner@goodwinlaw.com		

OP \$365.00 4325686

**Correspondent Name:** Annelise Wexner  
**Address Line 1:** 3 Embarcadero Center  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	120304-267033
<b>NAME OF SUBMITTER:</b>	Annelise Wexner
<b>SIGNATURE:</b>	/s/Annelise Wexner
<b>DATE SIGNED:</b>	10/25/2017

**Total Attachments: 4**

source=Final - Trademark Release (SVB) - Imprivata#page1.tif  
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source=Final - Trademark Release (SVB) - Imprivata#page3.tif  
source=Final - Trademark Release (SVB) - Imprivata#page4.tif

## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of October 23, 2017 by **SILICON VALLEY BANK**, as Administrative Agent (the “*Assignee*”), in favor of **IMPRIVATA, INC.**, a Delaware corporation (the “*Grantor*”). Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Grant, or if not defined therein, in the Guarantee and Collateral Agreement (as defined below) or the Credit Agreement (as defined below), as applicable.

**WHEREAS**, the Assignee, the Borrower and certain other parties (including the Lenders party thereto) entered into that certain Credit Agreement, dated as of September 16, 2016 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), pursuant to which the Assignee, the Borrower and certain other parties (including the Lenders party thereto) entered into that certain Guarantee and Collateral Agreement, dated as of the September 16, 2016 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”);

**WHEREAS**, in accordance with the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of September 16, 2016 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”), granting the Assignee a security interest all of Grantor’s right, title and interest in, to and under the following, whether then owned or existing or at any time thereafter acquired or arising and wherever located, to the extent constituting “Collateral” under the Guarantee and Collateral Agreement: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of a Grantor’s business associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I hereto, and (ii) the right to obtain all renewals thereof (collectively, the “*Trademarks*”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“*USPTO*”) on September 19, 2016, at Reel 5880, Frame 0220;

**WHEREAS**, Assignee acknowledges the prompt and complete payment and performance of Grantor’s Obligations and accordingly Assignee has agreed to hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Trademarks as herein provided; and

**WHEREAS**, Grantor has requested that the Assignee provide a document suitable for recording in the USPTO to evidence the release of the Assignee’s security interests in and liens on the Trademarks as herein provided.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:


1. terminates the Grant and releases, terminates and discharges, with respect to the Grantor, all liens and security interests granted to the Assignee in Grantor's right, title and interest in, to and under the Trademarks, including those Trademarks identified in Schedule I hereto, and reassigns to the Grantor any and all right, title or interest it may have in such Trademarks; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK, as Administrative Agent

By:   
Name: Eugene Wong  
Title: Vice President

SCHEDULE I TO  
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

1	Serial #: 75327509 Mark: NETSIGN	Filing Dt: 07/21/1997	Reg #: 2246631	Reg. Dt: 05/18/1999
2	Serial #: 76423441 Mark: IMPRIVATA	Filing Dt: 06/20/2002	Reg #: 2888235	Reg. Dt: 09/28/2004
3	Serial #: 76423442 Mark: IMPRIVATA	Filing Dt: 06/20/2002	Reg #: 2783822	Reg. Dt: 11/18/2003
4	Serial #: 76463671 Mark: ONESIGN	Filing Dt: 11/01/2002	Reg #: 2777653	Reg. Dt: 10/28/2003
5	Serial #: 77236994 Mark: PATIENTSECURE	Filing Dt: 07/24/2007	Reg #: 3616739	Reg. Dt: 05/05/2009
6	Serial #: 77722867 Mark: ONESIGN SECURE WALK-AWAY	Filing Dt: 04/27/2009	Reg #: 3815524	Reg. Dt: 07/06/2010
7	Serial #: 85243978 Mark: ONESIGN ANYWHERE	Filing Dt: 02/16/2011	Reg #: 4075295	Reg. Dt: 12/20/2011
8	Serial #: 85527408 Mark: NO CLICK ACCESS	Filing Dt: 01/27/2012	Reg #: 4265965	Reg. Dt: 12/25/2012
9	Serial #: 85567803 Mark: CORTEXT	Filing Dt: 03/13/2012	Reg #: 4325686	Reg. Dt: 04/23/2013
10	Serial #: 85646263 Mark: IMPRIVATA CORTEXT	Filing Dt: 06/07/2012	Reg #: 4601936	Reg. Dt: 09/09/2014
11	Serial #: 85678026 Mark: ENABLING HEALTHCARE. SECURELY.	Filing Dt: 07/16/2012	Reg #: 4378775	Reg. Dt: 08/06/2013
12	Serial #: 86225619 Mark: IMPRIVATA HEALTHCON	Filing Dt: 03/19/2014	Reg #: 4620888	Reg. Dt: 10/14/2014
13	Serial #: 86372117 Mark: IMPRIVATA CONFIRM ID	Filing Dt: 08/20/2014	Reg #: 4852272	Reg. Dt: 11/10/2015
14	Serial #: 87077329 Mark: IMPRIVATA PATIENTSECURE	Filing Dt: 06/20/2016	Reg #: 5239679	Reg. Dt: 07/11/2017