

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDSPHERE SYSTEMS CORPORATION		10/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 HAMILTON AVE., STE. 310		
Internal Address:	ATTN: LEGAL DEPARTMENT		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5282966	RCMCLOUD	
Registration Number:	5282967	RCM CLOUD	
Registration Number:	3158213	INSIGHTCS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305833-1027 Medsphere		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	11/07/2017		
Total Attachments: 9			

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of October 26, 2017 (the “**Amendment**”) by and between **HERCULES CAPITAL, INC.**, a Maryland corporation (“**Agent**”) and **MEDPSHERE SYSTEMS CORPORATION**, a Delaware corporation (“**Grantor**”).

RECITALS

Grantor and Agent are parties to that certain Intellectual Property Security Agreement dated as of July 28, 2017, as amended from time to time (the “IPSA”). The parties are entering into a First Amendment to Loan and Security Agreement dated as of even date hereof (the “First Amendment”). In connection with the First Amendment, the parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby replaced in its entirety with that attached hereto as Exhibit C.

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Agent’s under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

Address of Grantor:

1903 Wright Place, Suite 120
Carlsbad, CA 92008
Attn: Chief Executive Officer

GRANTOR:

MEDSPHERE SYSTEMS CORPORATION

By: 

Name: Irv Lichtenwald

Title: Chief Executive Officer

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

[Signature Page to IPSA Amendment]

TRADEMARK
REEL: 006199 FRAME: 0122

**EXHIBIT C
TRADEMARKS**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
<Design Mark>	4,856,703	11/17/15
MEDSPHERE	3,759,347	03/09/10
OPENVISTA	3,759,346	03/09/10
<Design Mark>	3,741,201	01/19/10
<Design Mark>	3,741,200	01/19/10
MEDSPHERE PROVEN HEALTHCARE INFORMATION SOLUTIONS	3,217,466	03/13/07
OPENVISTA	2,987,270	08/23/05
MEDSPHERE	2,887,467	09/21/04
CHARTLOGIC	3,072,384	03/28/06
VUECENTRIC	2,604,744	08/06/02
RCMCLOUD	5,282,966	09/05/17
RCM CLOUD	5,282,967	09/05/17
INSIGHTS	3,158,213	10/17/06

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 28, 2017 by and among HERCULES CAPITAL, INC., a Maryland corporation (“Agent”), and MEDSPHERE SYSTEMS CORPORATION, a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (collectively, referred to as “Lender”), Agent and Grantor, dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising among Lender, Agent and Grantor, Grantor grants and pledges to Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Intellectual Property Collateral”). Notwithstanding the foregoing, the “Intellectual Property Collateral” shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

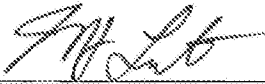
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1903 Wright Place, Suite 120
Carlsbad, CA 92008
Attn: Chief Executive Officer

GRANTOR:

MEDSPHERE SYSTEMS CORPORATION

By: 

Name: Eric H. Lightfoot

Title: CEO

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1903 Wright Place, Suite 120
Carlsbad, CA 92008
Attn: Chief Executive Officer

GRANTOR:

MEDSPHERE SYSTEMS CORPORATION

By: _____

Name: _____

Title: _____

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES CAPITAL, INC.

By: Zhuo Huang

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

Title	Registration Number	Registration Date
CPRS v26.	TX0006947523	03/05/09
OpenVista 1.0.	TX0006947529	02/25/09
OpenVista 1.5 spl.	TX0006947530	02/25/09
OpenVista 1.5.	TX0006947531	02/25/09

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Methods and systems for creating and using multi-disciplinary treatment plans	14/025,611	09/12/2013

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<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
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VUECENTRIC	2,604,744	08/06/02