

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCIOinspire Corp.		12/15/2010	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive, HF150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87426260	SCIOCLARITY	
<b>Serial Number:</b>	87650236	SCIOKNOW	
<b>Serial Number:</b>	87621453	SCIOXPERT	
<b>Serial Number:</b>	87621425	SCIOINTELLIGENCEFOCUS	
<b>Serial Number:</b>	87621335	SCIOCOMP	
<b>Serial Number:</b>	87621180	SCIOHUB	
<b>Serial Number:</b>	87621141	SCIOINTELLIGENCE	
<b>Serial Number:</b>	87219642	SCIO	
<b>Serial Number:</b>	87407221	SCIOCHARTPRO	
<b>Serial Number:</b>	86650738	SCIO	
<b>Serial Number:</b>	86976406	SCIO	
<b>Serial Number:</b>	86975946	SCIO	
<b>Serial Number:</b>	76713276	REVMAXPRO	
<b>Serial Number:</b>	76712502	SCOREMAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7033826486		
<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>Phone:</b>	7033826485		

OP \$365.00 87426260

**Email:** DHall@VLPLawGroup.com  
**Correspondent Name:** Davis Hall  
**Address Line 1:** 1029 N Stuart Street, Unit 200  
**Address Line 4:** Arlington, VIRGINIA 22201

**NAME OF SUBMITTER:** Davis Hall

**SIGNATURE:** /DavisHall/

**DATE SIGNED:** 01/04/2018

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2010 by and between SILICON VALLEY BANK ("Bank") and SCIOINSPIRE CORP. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

220 Farmington Avenue, Suite 4  
Farmington, Connecticut 06032  
Attn: Jacob Mani

GRANTOR:

SCIOINSPIRE CORP.

By: 

Title: CEO

Address of Bank:

3353 Peachtree Road, NE  
North Tower, Suite M-10  
Atlanta, GA 30326  
Attn: Scotti McCarty

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Socrate design	VA1-005-952	
Socrates viewer	TX5-091-845	
Socrates	TX5-091-846	
My socrates	TXu1-170-887	
Socrates web viewer	TX6-147-571	
My socrates	TX6-147-571	

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>SCIO</i>	4430097 85980119	11/05/2013 06/23/2010
<i>SCIO</i>	86011305	07/16/2013
<i>SCIOMINE</i>	86350420	07/28/2014
<i>(DESIGN)</i>	2699078 75748466	03/25/2003 07/12/1999
<i>SCIO</i>	85070128	06/23/2010
<i>JUST IN TIME WELLNESS</i>	3884265	11/30/2010
<i>SCIOINSPIRE</i>	3673859	08/25/2009
<i>SCIOVBBD</i>	85409933	08/29/2011
<i>SCIO HEALTH ANALYTICS</i>	4442372 85726268	12/03/2013 09/11/2012
<i>SCIOVANTAGE</i>	85196408	12/13/2010
<i>MY SOCRATES</i>	3005054	10/04/2005
<i>SOCRATES SUBROGATION OUTSOURCING CASE REVIEW AND TRACKING EMPOWERMENT SYSTEM</i>	2935250	03/22/2005
<i>(DESIGN)</i>	2535332	02/05/2002



<i>SUBROGATION OUTSOURCING CASE REVIEW AND TRACKING EMPOWERMENT SYSTEM</i>	2398817	10/24/2000
<i>SCIO</i>	4235446	10/30/2012
SCIOCLARITY	87426260	04/26/2017
SCIOKNOW	87650236	10/18/2017
SCIOXPRT	87621453	09/25/2017
SCIOINTELLIGENCEFOCUS	87621425	09/25/2017
SCIOCOMP	87621335	09/25/2017
SCIOHUB	87621180	09/25/2017
SCIOINTELLIGENCE	87621141	09/25/2017
SCIO	87219642	10/28/2016
SCIOCHARTPRO	87407221	04/11/2017
SCIO	86650738	06/03/2015
SCIO	4792094 86976406	08/11/2015 07/16/2013
SCIO	4709698 86975946	03/24/2015 07/16/2013
REVMAXPRO	4517908 76713276	04/22/2014 01/22/2013
SCOREMAX	4348414 76712502	06/11/2013 09/27/2012

EXHIBIT D

Maskworks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE