

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM470463

<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>
INTELICHART, LLC		02/25/2016	Limited Liability Company: NORTH CAROLINA
HEALTHCARE SYSTEMS HOLDINGS, LLC		02/25/2016	Limited Liability Company: NORTH CAROLINA
INTEGRATED HEALTHCARE SOLUTIONS, LLC		02/25/2016	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87477162	ENGAGEMENT TO OUTCOMES	
<b>Serial Number:</b>	87348965	NOTIFY	
<b>Registration Number:</b>	5294338	THINK OUTSIDE THE VISIT	
<b>Registration Number:</b>	5259467	HEALTHY OUTCOMES	
<b>Serial Number:</b>	87389118	SURVEYPRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506483802		
<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>	6506440520		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		

OP \$140.00 87477162

<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	04/18/2018
<b>Total Attachments: 6</b> source=Intelichart et al - IPSA - executed (updated April 2018)#page1.tif source=Intelichart et al - IPSA - executed (updated April 2018)#page2.tif source=Intelichart et al - IPSA - executed (updated April 2018)#page3.tif source=Intelichart et al - IPSA - executed (updated April 2018)#page4.tif source=Intelichart et al - IPSA - executed (updated April 2018)#page5.tif source=Intelichart et al - IPSA - executed (updated April 2018)#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 25, 2016 (the "Agreement") is entered into by and between INTELICHART, LLC, a North Carolina limited liability company ("InteliChart"), HEALTHCARE SYSTEMS HOLDINGS, LLC, a North Carolina limited liability company ("Parent"), INTEGRATED HEALTHCARE SOLUTIONS, LLC, a North Carolina limited liability company ("IHS"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). InteliChart, Parent, and IHS are each also referred to herein as a "Grantor", and collectively, as the "Grantors".

Reference is made to the Loan and Security Agreement, dated as of February 25, 2016 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. 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, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such 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 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 (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 Grantor 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.

**GRANTORS:**

**LENDER:**

**INTELICHART, LLC**

**WESTERN ALLIANCE BANK**

By: [Signature]

By: \_\_\_\_\_

Name: Gary Hamill

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

**HEALTHCARE SYSTEMS HOLDINGS, LLC**

Address for Notices:

By: [Signature]

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

Name: Gary Hamill

Title: CEO

**INTEGRATED HEALTHCARE SOLUTIONS, LLC**

By: [Signature]

Name: Gary Hamill

Title: CEO

Address for Notices for all Grantors:

1061 Red Ventures Drive, Suite 130  
Fort Mill, SC 29707  
Attn: Jason Scherr -- CFO

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

**GRANTORS:**

**LENDER:**

**INTELICHART, LLC**

**WESTERN ALLIANCE BANK**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Joseph Holmes Dwyer

Title: \_\_\_\_\_

Title: Vice President

**HEALTHCARE SYSTEMS HOLDINGS, LLC**

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Fax: (408) 282-1681

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**INTEGRATED HEALTHCARE SOLUTIONS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices for all Grantors:

1061 Red Ventures Drive, Suite 130

Fort Mill, SC 29707

Attn: Jason Scherr – CFO

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial/Registration Number</u>	<u>Filing/Registration Date</u>
InteliChart	INTELICHART	3472992	July 22, 2008
<b>InteliChart</b>	<b>ENGAGEMENT TO OUTCOMES</b>	<b>87477162</b>	<b>June 6, 2017</b>
<b>InteliChart</b>	<b>NOTIFY</b>	<b>87348965</b>	<b>February 24, 2017</b>
<b>InteliChart</b>	<b>THINK OUTSIDE THE VISIT</b>	<b>5294338</b>	<b>September 26, 2017</b>
<b>InteliChart</b>	<b>HEALTHY OUTCOMES</b>	<b>5259467</b>	<b>August 8, 2017</b>
<b>InteliChart</b>	<b>SURVEYPRO</b>	<b>87389118</b>	<b>March 28, 2017</b>

## EXHIBIT C

## PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>
InteliChart LLC	Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems	US 2016/0019348 A1	14/333,215	Jan. 21, 2016
InteliChart LLC	Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems	US 2016/0019347 A1	14/333,179	Jan. 21, 2016
InteliChart LLC	Systems and methods for managing, storing, and exchanging healthcare information across heterogeneous healthcare systems	US 2016/0019346 A1	14/333,132	Jan. 21, 2016