

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDITURE LLC		09/28/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
Internal Address:	SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3214993	MEDITURE	
Registration Number:	4414787	TRUCHART	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	248435.000007		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	10/01/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 2018, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), as administrative agent and collateral agent for the Lenders (in such capacities, the "Administrative Agent") and TRHC HOLDINGS, LLC, a Delaware limited liability company, MEDITURE LLC, a Minnesota limited liability company, and ECLUSIVE L.L.C., a Minnesota limited liability company, (collectively, jointly and severally, "Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of September 6, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this 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 the Administrative Agent on behalf of and for the ratable benefit of the Lenders 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 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 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 the Administrative Agent 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 the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent 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 the Administrative Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by the Administrative Agent of any other rights, powers or remedies.

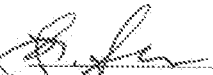
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

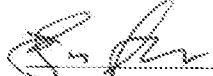
TRHC MEC HOLDINGS, LLC

By 
Name: Brian W. Adams
Title: CEO

MEDITURE LLC

By 
Name: Brian W. Adams
Title: CEO

ECLUSIVE L.L.C.

By 
Name: Brian W. Adams
Title: CEO

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK, an Arizona corporation

By _____
Name: _____
Title: _____

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

The rights and remedies of the Administrative Agent 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 the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent 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 the Administrative Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by the Administrative Agent of any other rights, powers or remedies.

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

GRANTOR:

ADMINISTRATIVE AGENT:

TRHC MEC HOLDINGS, LLC

WESTERN ALLIANCE BANK, an Arizona corporation

By _____

By  _____

Name: _____

Name: Bruce A. Galt

Title: _____

Title: Vice President

Address for Notices:

Attn:
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

MEDITURE LLC

By _____

Name: _____

Title: _____

ECLUSIVE L.L.C.

By _____

Name: _____

Title: _____

Address for Notices:

TRHC MEC Holdings, LLC
c/o Tabula Rasa Healthcare, Inc.
228 Strawbridge Dr.
Moorestown, NJ 08057
Attn: Brian Adams, Chief Financial Officer
Email: badams@trhc.com

with a required copy (which shall not constitute notice)
to:

Morgan, Lewis & Bockius LLP
1701 Market St.
Philadelphia, PA 19103-2921
Attn: Kevin Shmelzer
Email: kevin.shmelzer@morganlewis.com

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

Grantor has no registered copyrights.

Grantor has unregistered copyrights as follows:

1. All copyright rights related to Grantor's flagship software product, TruChart, interface components, supporting utilities and documents to service its customers. The composition of the product includes the following:
 - a. TruChart Application Modules:
 - i. Care Management
 - ii. Utilization Management
 - iii. Claims Adjudication
 - iv. Provider Network
 - v. Enrollments
 - vi. Schedule
 - vii. QI Events
 - viii. Revenue Management
 - ix. eReporting
 - x. General Administration
 - xi. Mediture Administration
 - xii. Homecare
 - b. Interface Components
 - i. TruChart Gateway
 - ii. Shared services (Fee Calc, information services, Collaboration)
 - iii. Agents
 - c. Utilities
 - i. Build Scripts
 - ii. Roll-up Scripts
2. All copyright rights in the website located at mediture.com, including all narrative text, videos, images, and all other content therein.
3. All copyright rights in the website located at eclusive.com, including all narrative text, videos, images, and all other content therein.
4. All copyright rights in the content of Grantor's Facebook account located at <https://www.facebook.com/Mediture-179590232123786/>, including all narrative text, videos, and images.

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Mediture Service Mark	78710921	Reg. No. 3214993		September 12, 2005
TruChart Service	85869815	Reg. No. 4414787		March 7, 2013
TruChart LabConnect App (Abandoned)	78715682			September 19, 2005

Grantor owns Common law trademark rights in:

- TRUCHART LIFE,
- TRUCHART MLTC
- TRUCHART MMP
- ECLUSIVE
- MEDITURE UNIVERSITY

- 

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>