

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505177

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hercules Capital, Inc.		11/27/2018	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medsphere Systems Corporation		
<b>Street Address:</b>	1903 Wright Place		
<b>Internal Address:</b>	Suite 120		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4856703		
<b>Registration Number:</b>	3759347	MEDSPHERE	
<b>Registration Number:</b>	3759346	OPENVISTA	
<b>Registration Number:</b>	3741201		
<b>Registration Number:</b>	3741200		
<b>Registration Number:</b>	3217466	MEDSPHERE PROVEN HEALTHCARE INFORMATION	
<b>Registration Number:</b>	2987270	OPENVISTA	
<b>Registration Number:</b>	2887467	MEDSPHERE	
<b>Registration Number:</b>	3072384	CHARTLOGIC	
<b>Registration Number:</b>	2604744	VUECENTRIC	
<b>Registration Number:</b>	5282967	RCM CLOUD	
<b>Registration Number:</b>	5282966	RCMCLOUD	
<b>Registration Number:</b>	3158213	INSIGHTCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102843894		
<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>	424-239-3744		

OP \$340.00 4856703

**Email:** susan.yates@btlaw.com  
**Correspondent Name:** Susan Yates  
**Address Line 1:** 2029 Century Park East, Suite 300  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

**NAME OF SUBMITTER:** Susan Yates

**SIGNATURE:** /s/ Susan Yates

**DATE SIGNED:** 01/09/2019

**Total Attachments: 7**

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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of November 27, 2018, is executed by HERCULES CAPITAL, INC., a Maryland corporation (the "Secured Party"), and in favor of MEDSPHERE SYSTEMS CORPORATION, a Delaware corporation ("Company"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of July 28, 2017 (the "Security Agreement"), executed by Company in favor of Secured Party, Company granted to Secured Party a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on July 28, 2017, at Reel/Frame 043132/0197, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 28, 2017, at Reel/Frame 6117/0111, and on November 7, 2017, at Reel/Frame 6199/0119, to evidence the security interest granted under the Security Agreement.

D. The Security Agreement was recorded with the United States Copyright Office on July 31 2017, as Document Number V9947D728, and on September 6, 2017, as Document Number V9950D664, to evidence the security interest granted under the Security Agreement.

E. Secured Party agrees to terminate and release its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. The Security Agreement is hereby terminated and of no further force and effect.
2. Secured Party expressly terminates and releases all of Secured Party's right, title and interest in, to and under the following (collectively, the "IP Collateral"):
  - (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or

extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisional, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States 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, and reissues, extensions or renewals thereof, 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”);

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

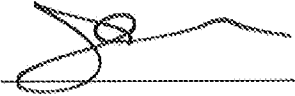
3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Company or its authorized representative to record or file this Termination with the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office at the Company’s sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Company of the security interest contemplated hereby (at the Company's sole cost and expense).

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

HERCULES CAPITAL, INC.

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

Name: Jennifer Choe

Title: Assistant General Counsel

*[Signature Page to Termination and Release of Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006520 FRAME: 0536**

EXHIBIT A

Copyrights

<u>Title:</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
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



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
RCM CLOUD	5,282,967	09/05/17
RCMCLOUD	5,282,966	09/05/17
INSIGHTCS	3,158,213	10/17/06