

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505178

<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>
Medsphere Systems Corporation		11/27/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NH Expansion Credit Fund Holdings LP		
<b>Street Address:</b>	1585 Broadway, 39th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87886342	CAREVUE	
<b>Serial Number:</b>	87329629	RCM CLOUD	
<b>Serial Number:</b>	87329599	RCMCLOUD	
<b>Serial Number:</b>	86418105		
<b>Serial Number:</b>	78756025	INSIGHTCS	
<b>Serial Number:</b>	78694818	MEDSPHERE	
<b>Serial Number:</b>	78694816	OPENVISTA	
<b>Serial Number:</b>	78694822		
<b>Serial Number:</b>	78694820		
<b>Serial Number:</b>	78333895	OPENVISTA	
<b>Serial Number:</b>	78110109	MEDSPHERE	
<b>Serial Number:</b>	76377203	CHARTLOGIC	
<b>Serial Number:</b>	76334830	VUECENTRIC	
<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		
<b>Email:</b>	susan.yates@btlaw.com		
<b>TRADEMARK</b>			

OP \$340.00 87886342

**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:** /Susan Yates/

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

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 27, 2018 (the "**Agreement**") between **NH EXPANSION CREDIT FUND HOLDINGS LP** ("**Holder**") and **MEDSPHERE SYSTEMS CORPORATION**, a Delaware corporation, ("**Grantor**") is made with reference to the Secured Promissory Note, dated as of November 27, 2018 (as amended from time to time, the "**Note**"), between Holder and Grantor. Terms defined in the Note 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 Note, Grantor grants to Holder 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 constituting Collateral (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

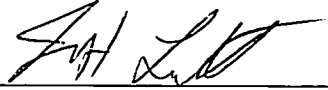
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Holder with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to Holder as a matter of law or equity. Each right, power and remedy of Holder provided for herein or in the Note, 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 Holder of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Holder of any other rights, powers or remedies.

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

**GRANTOR:**

MEDSPHERE SYSTEMS CORPORATION, a  
Delaware corporation

By: 

Name: Irvin H. Lichtenwald

Title: CEO

Address for Notices:

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

Fax: \_\_\_\_\_

**LENDER:**

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

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

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

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

Address for Notices:

Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036

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

**GRANTOR:**

MEDSPHERE SYSTEMS CORPORATION, a  
Delaware corporation

By: .....

Name: .....

Title: .....

Address for Notices:

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

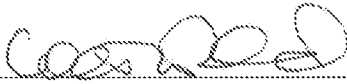
Fax: .....

**LENDER:**

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.  
Its: General Partner

By: MS Expansion Credit GP Inc.  
Its: General Partner

By:  .....

Name: WILLIAM T REILAND

Title: MANAGING DIRECTOR

Address for Notices:

Attn: Debra Abramovitz  
1585 Broadway, 39th Floor  
New York, NY 10036




**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
TEXT	CPRS V26.		TX0006947523	03/05/2009	
COMPUTER FILE	OPENVISTA 1.0.		TX0006947529	02/25/2009	
COMPUTER FILE	OPENVISTA 1.5.		TX0006947531	02/25/2009	
COMPUTER FILE	OPENVISTA 1.5 SP1.		TX0006947530	02/25/2009	

**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>
CAREVUE	87886342	-		04/20/2018
RCM CLOUD	87329629	5282967		02/09/2017
RCMCLOUD	87329599	5282966		02/09/2017
	86418105	4856703		10/08/2014
INSIGHTCS	78756025	3158213		11/17/2005
MEDSPHERE	78694818	3759347		08/17/2005
OPENVISTA	78694816	3759346		08/17/2005
	78694822	3741201		08/17/2005
	78694820	3741200		08/17/2005
OPENVISTA	78333895	2987270		11/26/2003
MEDSPHERE	78110109	2887467		02/21/2002
CHARTLOGIC	76377203	3072384		02/27/2002
VUECENTRIC	76334830	2604744		11/06/2001

**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>
NETWORK SYSTEM OF INDIVIDUAL USER DEVICES TO GENERATE GROUP IMPLEMENTED TREATMENT PLAN	-	15882238	PUBLISHED	07/26/2018
METHODS AND SYSTEMS FOR CREATING AND USING MULTI-DISCIPLINARY TREATMENT PLANS	-	14025611	PUBLISHED	11/06/2014

DMS 13451709.3