

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX Growth Capital, LLC		02/27/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Phreesia, Inc.		
Street Address:	432 Park Avenue South, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4702648	PHREESIA	
Registration Number:	4702650	PHREESIA	
Registration Number:	3491250	PHREESIA	
Registration Number:	3491251	PHREESIA	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
	<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:	617-570-1057		
Email:	Jlehrer@goodwinlaw.com, patentBos@goodwinlaw.com, scannon@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 NORTHERN AVENUE		
Address Line 4:	BOSTON, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	121194/245080		
NAME OF SUBMITTER:	JOEL E. LEHRER		
SIGNATURE:	/Joel E. Lehrer/		
DATE SIGNED:	03/05/2019		
Total Attachments: 6			
source=IPSecurityRelease_Phreesia#page1.tif			

OP \$115.00 4702648

source=IPSecurityRelease_Phreesia#page2.tif
source=IPSecurityRelease_Phreesia#page3.tif
source=IPSecurityRelease_Phreesia#page4.tif
source=IPSecurityRelease_Phreesia#page5.tif
source=IPSecurityRelease_Phreesia#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 27th day of February, 2019 (the "Release Date") by ORIX Growth Capital, LLC, a Delaware limited liability company (the "Secured Party"), for the benefit of Phreesia, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of November 7, 2016 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan and Security Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of November 7, 2016 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation: (a) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks"), (b) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the "Patents"), (c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights and all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof, and including without limitation the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing (the "Copyrights"), and (d) for each Trademark, Patent and Copyright, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (together with the Marks, Patents and Copyrights, the "Intellectual Property");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Marks and Patents, and has filed with the

Library of Congress, Copyright Office (“Copyright Office”) notices of security interests in the Copyrights; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan and Security Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Intellectual Property.

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

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Intellectual Property granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO and the Copyright Office.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan and Security Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

ORIX GROWTH CAPITAL, LLC



By: _____

Name: Mark Campbell

Title: Authorized Representative

EXHIBIT A

The Trademarks





<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
	86246975	April 9, 2014	4702648	March 17, 2015	Phreesia, Inc.
	86247160	April 9, 2014	4702650	March 17, 2015	Phreesia, Inc.
	77201066	June 8, 2007	3491250	August 26, 2008	Phreesia, Inc.
	77201118	June 8, 2007	3491251	August 26, 2008	Phreesia, Inc.

EXHIBIT B

The Patents

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
N/A	N/A	13/309912	December 2, 2011	METHOD AND SYSTEM FOR DETERMINING A PATIENT'S RESPONSIBILITY TO A PROVIDER	Linetsky; David; (Brooklyn, NY); Nathan; Dan; (Maynard, MA); Valla; Edouard; (New York, NY)	PHREESIA

EXHIBIT C

The Copyrights

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>	<u>Author</u>	<u>Current Owner</u>
N/A				