

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCOLADE, INC.		07/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP		
Street Address:	6011 W COURTYARD DR., BLDG. 5		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3551442	ACCOLADE	
Registration Number:	4323423	ACCOLADE HEALTH ASSISTANT	
Registration Number:	4440782	KONCIERGEMD	
Registration Number:	3630331		
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	RYAN DURHAM		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0029		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	07/22/2019		
Total Attachments: 6			

OP \$115.00 3551442

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of July 19, 2019 by and between **ACCOLADE, INC.**, a Delaware corporation ("Borrower"), and **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership ("Lender").

RECITALS

WHEREAS, Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under the Loan and Security Agreement between Lender and Borrower dated as of January 30, 2017 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

WHEREAS, Borrower and Lender previously entered into the Intellectual Property Security Agreement, dated as of January 30, 2017 (as may be amended, restated, supplemented, replaced, or otherwise modified from time to time, the "2017 IP Security Agreement"); and

WHEREAS, Borrower and Lender have agreed to execute this Agreement to amend and restate the 2017 IP Security Agreement, which shall be given in amendment and restatement, but not in extinguishment or novation of the 2017 IP Security Agreement, and is in substitution therefor and an amendment and replacement thereof.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

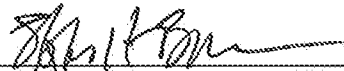
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

ACCOLADE, INC.,
a Delaware corporation

By: 
Name: Stephen Barnes
Title: Secretary

Address of Lender:

6011 W Courtyard Dr.
Bldg. 5
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 

Name: Ross Cockrell

Title: Manager

SCHEDULE A
Copyrights



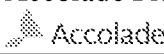
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Various computer programs and source code including Accolade's client engagement platform, mobile application, and related programs and documentation	Unregistered	N/A
Various service documentation	Unregistered	N/A

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
System and Method for Applying Deep Learning to Longitudinal Consumer and Health Data (<i>patent pending</i>)	62/796,405	1/24/2019

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accolade Service Mark	3551442	12/23/08
Accolade Health Assistant Service Mark	4,323,423	4/23/13
KonciergeMD Service Mark	4440782	11/26/13
[Design Only] Service Mark 	3630331	6/2/09
Symbol Without Name Service Mark 	Unregistered	N/A
Accolade Plus Symbol Service Mark 	Unregistered	N/A