

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM538913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STRATASAN, LLC		07/05/2019	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4903176	ACTIONABLE HEALTHCARE MARKET INTELLIGENC	
<b>Registration Number:</b>	4128733	STRATASAN	
<b>Registration Number:</b>	4128732	S STRATASAN	
<b>Registration Number:</b>	4479251	BLACKBIRD	
<b>Registration Number:</b>	4472886	CANVAS	
<b>Registration Number:</b>	4472885	GALLERY	
<b>Registration Number:</b>	4472884	S	
<b>Serial Number:</b>	86412833	ACTIONABLE HEALTHCARE MARKET INTELLIGENC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Syed Humza Moinuddin		

OP \$215.00 4903176

<b>SIGNATURE:</b>	/Syed Humza Moinuddin/
<b>DATE SIGNED:</b>	08/30/2019
<b>Total Attachments: 7</b> source=USPTO Cover Page with IP Security Agreement (Stratasan)#page1.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page2.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page3.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page4.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page5.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page6.tif source=USPTO Cover Page with IP Security Agreement (Stratasan)#page7.tif	

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

STRATASAN, LLC

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☐ Corporation  
☒ Limited Liability Company

Citizenship: TN

Execution Date(s): July 5, 2019

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Western Alliance Bank

Internal  
Address:

Street Address: 55 Almaden Boulevard, Suite 100

City: San Jose

State: CA

Country: USA

Zip: 95113

☐ Association Citizenship:

☐ General Partnership Citizenship:

☐ Limited Partnership Citizenship:

☒ Corporation Citizenship: AZ

☐ Other: Bank Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment                      ☐ Merger  
☐ Security Agreement              ☐ Change of Name  
☒ Other: Intellectual Property Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) See Exhibit B

B. Trademark Registration No. (s) See Attached Exhibit B

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

a. Credit Card                      Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name:

9. Signature: \_\_\_\_\_

Signature

August 30, 2019  
Date

Syed Humza Moinuddin  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 5, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and STRATASAN, LLC, a Tennessee limited liability company ("Grantor") is made with reference to the Loan and Security Agreement, dated as of July 5, 2019 (as amended from time to time, the "Loan Agreement"), between Bank 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 Bank 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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Signature page follows]

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

GRANTOR:

STRATASAN, LLC.

BANK:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Philip Lewis

Title: Secretary and Treasurer

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

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

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

Address for Notices:

Attn: Jason Moore

450 10<sup>th</sup> Circle North

Nashville, TN 37203

Email: jason@stratasan.com

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

[Signature page to IP Security Agreement]

TRADEMARK  
REEL: 006733 FRAME: 0572

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

**GRANTOR:**

STRATASAN, LLC,

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

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

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

Address for Notices:

Attn: Jason Moore

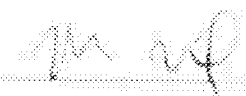
450 10<sup>th</sup> Circle North

Nashville, TN 37203

Email: jason@stratasan.com

**BANK:**

WESTERN ALLIANCE BANK, an Arizona corporation

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

Name: Blake Reid \_\_\_\_\_

Title: Senior Vice President \_\_\_\_\_

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

[Signature page to IP Security Agreement]

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>Pre-registered?</u>

[Signature page to IP Security Agreement]

## 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>Filing Date:</u>
ACTIONABLE HEALTHCARE MARKET INTELLIGENCE	86/757,601	4,903,176	September 15, 2015
STRATASAN	85/402,091	4,128,733	August 19, 2011
 Stratasean	85/402,089	4,128,732	August 19, 2011
BLACKBIRD	76/714,496	4,479,251	July 3, 2013
CANVAS	76/714,495	4,472,886	July 3, 2013
GALLERY	76/714,494	4,472,885	July 3, 2013
	76/714,413	4,472,884	June 19, 2013
ACTIONABLE HEALTHCARE MARKET INTELLIGENCE	86/412,833	N/A	October 2, 2014

[Signature page to IP Security Agreement]



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>

[Signature page to IP Security Agreement]