

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MD INSIDER, INC.		09/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87801081	MEDWORDS	
Registration Number:	5323644	MDINSIDER	
Registration Number:	4888963	MDINSIDER	
Registration Number:	4888962	POWERED BY MD INSIDER	
Registration Number:	5195815	MDINSIDER	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	09/18/2019		

OP \$140.00 87801081

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademark and Patent)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK AND PATENT) (this "Agreement"), dated as of September 17, 2019, between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of July 19, 2019 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Accolade, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Joinder Agreement, dated as of September 17, 2019, by the Debtor in favor of the Secured Party, which supplements that certain Security Agreement, dated as of July 19, 2019, to the Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the Lenders to make Advances to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Intellectual Property Collateral"), whether now owned or hereafter acquired or existing:

- (a) all Trademark Licenses identified on *Schedule 1* attached hereto and made a part hereof;
- (b) all Trademarks identified on *Schedule 1* attached hereto and made a part hereof;
- (c) all Patent Licenses identified on *Schedule 2* attached hereto and made a part hereof;
- (d) all Patents identified on *Schedule 2* attached hereto and made a part hereof;
- (e) all renewals of any of the items described in clauses (a), (b), (c) and (d);
- (f) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) (c) and (d);
- (g) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark or Trademark License, including any Trademark or Trademark License referred to in Schedule 1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark License; and
- (h) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Patent or Patent License, including any Patent or Patent License referred to in Schedule 2 attached hereto, or for any injury to the goodwill associated with the use of any Patent or for breach or enforcement of any Patent License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Intellectual Property Collateral: (a) if the sale or other disposition of such Intellectual Property Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Intellectual Property Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, (c) if such

release has been approved by the requisite Lenders in accordance with Section 12.11(b) of the Credit Agreement, or (d) upon the Payment in Full of the Indebtedness.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Governing Law. This Agreement shall be interpreted and the rights of the parties hereunder shall be determined under the laws of, and enforceable in, the State of California.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

MD INSIDER, INC.

By: 

Name: Stephen Barnes

Title: President, Secretary and Treasurer

SECURED PARTY:

COMERICA BANK, as Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTOR:

MD INSIDER, INC.

By: _____
Name:
Title:


SECURED PARTY:

COMERICA BANK, as Agent

By:  _____
Name: *Walter Weston*
Title: *SVP*

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
MEDWORDS	87/801081	2/16/18	n/a	n/a	MD Insider, Inc. (a Delaware corporation)
MDINSIDER	87/412084	4/14/17	5,323,644	10/31/17	MD Insider, Inc. (a Delaware corporation)
 MDinsider	86/653131	6/5/15	4888963	1/19/16	MD Insider, Inc. (a Delaware corporation)
POWERED BY MD INSIDER	86/653129	6/5/15	4888962	1/19/16	MD Insider, Inc. (a Delaware corporation)
MDINSIDER	85/661463	6/26/12	5195815	5/2/17	MD Insider, Inc. (a Delaware corporation)

SCHEDULE 2**PATENT COLLATERAL**

Title	App. No.	Filing Date	Patent No.	Granted Date	Owner
Systems and methods for evaluating experience of a health care provider	14/482,997	9/10/14	10,354,755	7/16/19	MD Insider, Inc.
Physician scheduling systems for matching medical providers and patients	15/274,114	9/23/16	9,996,666	6/12/18	MD Insider, Inc.
Search engine systems for matching medical providers and patients	14/482,921	9/10/14	9,977,866	5/22/18	MD Insider, Inc.
Search engine systems for matching medical providers and patients	15/274,173	9/23/16	9,946,839	4/17/18	MD Insider, Inc.
Search Engine Systems for Matching Medical Providers and Patients	15/984,207	5/18/18	n/a	n/a	MD Insider, Inc.
Systems and Methods for Evaluating Performance of a Health Care Provider	14/482,949	9/10/14	n/a	n/a	MD Insider, Inc.

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