

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550934

<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		11/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BOULEVARD		
<b>Internal Address:</b>	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: 15</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>	77081002		
<b>Serial Number:</b>	77075705	WELLSOFT	
<b>Serial Number:</b>	76377203	CHARTLOGIC	
<b>Serial Number:</b>	76334830	VUECENTRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		

CH \$390.00 87886342

TRADEMARK

**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.**

**Phone:** 858-550-6472  
**Email:** dmonteblanco@cooley.com  
**Correspondent Name:** DEREK MONTEBLANCO  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 4401 EASTGATE MALL  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	305983-114
<b>NAME OF SUBMITTER:</b>	DEREK MONTEBLANCO
<b>SIGNATURE:</b>	/DEREK MONTEBLANCO/
<b>DATE SIGNED:</b>	11/25/2019

**Total Attachments: 6**

source=IPSA - Medsphere (11.20.19)#page1.tif  
source=IPSA - Medsphere (11.20.19)#page2.tif  
source=IPSA - Medsphere (11.20.19)#page3.tif  
source=IPSA - Medsphere (11.20.19)#page4.tif  
source=IPSA - Medsphere (11.20.19)#page5.tif  
source=IPSA - Medsphere (11.20.19)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 20, 2019 (the "Agreement") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("Lender") and **MEDSPHERE SYSTEMS CORPORATION** ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 20, 2019 (as amended from time to time, the "Loan Agreement"), between Lender 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 Lender 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 registered Copyrights and applications therefor 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 Grantor 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) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(e) design rights;

(f) 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;

(g) licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents;  
and

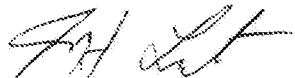
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender 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: Irv H. Lichtenwald

Title: CEO

Address for Notices:  
1903 Wright Place, Suite 120  
Carlsbad, CA 92008  
Attn: Irv Lichtenwald, CEO  
Email: irv.lichtenwald@medsphere.com

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

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

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

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

Address for Notices:  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Brett Maver  
Email: brett.maver@bridgebank.com

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

**GRANTOR:**

MEDSPHERE SYSTEMS CORPORATION, a  
Delaware corporation

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

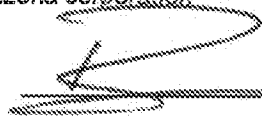
Name: \_\_\_\_\_

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

Address for Notices:  
1903 Wright Place, Suite 120  
Carlsbad, CA 92008  
Attn: Irv Lichtenwald, CEO  
Email: irv.lichtenwald@medsphere.com

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

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

Name: Brett Maver

Title: SKR

Address for Notices:  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Attn: Brett Maver  
Email: brett.maver@bridgebank.com

**EXHIBIT A**  
**COPYRIGHTS**

<b>Type of Work:</b>	<b>Title:</b>	<b>International Standard Serial Number (ISSN):</b>	<b>Registration Number:</b>	<b>Filing Date:</b>
Text	CPRS v26.		TX0006947523	03/05/09
Computer File	OpenVista 1.0.		TX0006947529	02/25/09
Computer File	OpenVista 1.5.		TX0006947531	02/25/09
Computer File	OpenVista 1.5 sp1.		TX0006947530	02/25/09

**EXHIBIT B**  
**TRADEMARKS**

<b>Mark / Title:</b>	<b>U.S. Serial Number:</b>	<b>U.S. Registration Number:</b>	<b>Filing Date / Registration Date:</b>
CAREVUE	87886342		04/20/18
RCM CLOUD	87329629	5282967	02/09/17 / 09/05/17
RCMCLOUD	87329599	5282966	02/09/17 / 09/05/17
<DESIGN>	86418105	4856703	10/08/14 / 11/17/15
INSIGHTCS	78756025	3158213	11/17/15/ 10/17/16
MEDSPHERE	78694818	3759347	08/17/05 / 03/09/10
OPENVISTA	78694816	3759346	08/17/05 / 03/09/10
<DESIGN>	78694822	3741201	08/17/05 / 01/19/10
<DESIGN>	78694820	3741200	08/17/05 / 01/19/10
OPENVISTA	78333895	2987270	11/26/03 / 08/23/05
MEDSPHERE	78110109	2887467	02/21/02 / 09/21/04
<DESIGN>	77081002	3316299	01/11/07 / 10/23/07
WELLSOFT	77075705	3290162	01/04/07 / 09/11/07
CHARTLOGIC	76377203	3072384	02/27/02 / 03/28/06
VUECENTRIC	76334830	2604744	11/06/01 / 08/06/02

**EXHIBIT C**

**PATENTS**

<b>Title:</b>	<b>Patent Number:</b>	<b>Application Serial Number:</b>	<b>Issue Date:</b>
NETWORK SYSTEM OF INDIVIDUAL USER DEVICES TO GENERATE GROUP IMPLEMENTED TREATMENT PLAN	N/A	15882238	01/29/18