

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567531

| | | | |
|-----------------------------------|----------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MINGLE HEALTHCARE SOLUTIONS, INC. | FORMERLY SILVERVUE, INC. | 03/03/2020 | Corporation: DELAWARE |
| ERGO SUM HEALTHCARE, INC. | | 03/03/2020 | Corporation: NEVADA |
| MINGLE ANALYTICS, INC. | | 03/03/2020 | Corporation: MAINE |
| RECEIVING PARTY DATA | | | |
| Name: | RUNWAY GROWTH CREDIT FUND INC. | | |
| Street Address: | 205 N. MICHIGAN AVE., SUITE 4200 | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 13 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5727035 | CHECK. | |
| Registration Number: | 5727034 | CHECK | |
| Registration Number: | 5134805 | MIPS SOLUTIONS | |
| Registration Number: | 5134804 | MIPS SOLUTIONS | |
| Registration Number: | 4977689 | TRANSFORMING HEALTHCARE WITH DATA-DRIVEN | |
| Registration Number: | 5002062 | TRANSFORMING HEALTHCARE WITH DATA-DRIVEN | |
| Registration Number: | 4957661 | PQRS SOLUTIONS | |
| Registration Number: | 4957660 | PQRS SOLUTIONS | |
| Registration Number: | 5002061 | MINGLE ANALYTICS | |
| Registration Number: | 5002060 | MINGLE ANALYTICS | |
| Serial Number: | 88104706 | IT ALL COMES TOGETHER WHEN PERFORMANCE, | |
| Serial Number: | 88104703 | VIRTUOUS CYCLE OF PRACTICE VITALITY | |
| Serial Number: | 88104695 | CHECK FROM MINGLE HEALTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |

CH \$340.00 5727035

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: 858-550-6433
Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

| | |
|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 326420-125 |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK |
| SIGNATURE: | /JENNIFER FITZPATRICK/ |
| DATE SIGNED: | 03/17/2020 |

Total Attachments: 6
source=02 AR IPSA - Mingle (Executed)#page1.tif
source=02 AR IPSA - Mingle (Executed)#page2.tif
source=02 AR IPSA - Mingle (Executed)#page3.tif
source=02 AR IPSA - Mingle (Executed)#page4.tif
source=02 AR IPSA - Mingle (Executed)#page5.tif
source=02 AR IPSA - Mingle (Executed)#page6.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of March 3, 2020, among MINGLE HEALTHCARE SOLUTIONS, INC. (formerly known as Silvervue, Inc.), a Delaware corporation ("Parent Borrower"), ERGO SUM HEALTHCARE, INC., a Nevada corporation ("Ergo"), and MINGLE ANALYTICS, INC., a Maine corporation ("Analytics"); and collectively with Parent Borrower and Ergo, "Grantors", and each, a "Grantor") and RUNWAY GROWTH CREDIT FUND INC., a Maryland corporation ("Lender") and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of August 14, 2018, as amended from time to time (the "Original IPSA"). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

RECITALS

- A. Grantors and Lender are parties to that certain Loan and Security Agreement, dated as of August 14, 2018 (as amended, restated, supplemented or otherwise modified, from time to time, the "Loan Agreement"). Grantors and Lender are entering into a Second Amendment to Loan and Security Agreement as of the date hereof. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.
- B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantors' Intellectual Property.
- C. Grantors' execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Lender hereby agree:

1. To secure the Obligations, each Grantor grants Lender a security interest in all of such Grantor's right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.
2. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.
4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of this Agreement.
5. This Agreement constitutes a Loan Document.

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

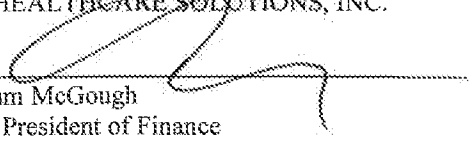
IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

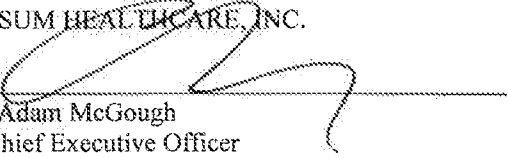
8911 South Sandy Parkway, Suite 200
Sandy, UT 84070
Attention: Adam McGough
Email: adam.mcgough@minglehealth.com

GRANTORS:

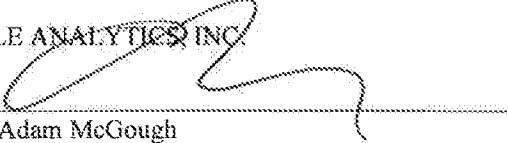
MINGLE HEALTHCARE SOLUTIONS, INC.

By: 
Name: Adam McGough
Title: Vice President of Finance

ERGO SUM HEALTHCARE, INC.

By: 
Name: Adam McGough
Title: Chief Executive Officer

MINGLE ANALYTICS, INC.

By: 
Name: Adam McGough
Title: Vice President of Finance

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Amended and Restated Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

8911 South Sandy Parkway, Suite 200
Sandy, UT 84070
Attention: Adam McGough
Email: adam.mcgough@minglehealth.com

GRANTORS:

MINGLE HEALTHCARE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

ERGO SUM HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

MINGLE ANALYTICS, INC.

By: _____
Name: _____
Title: _____

Address of Lender:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By: David Spreng
Name: David Spreng
Title: CEO

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

| OWNER | DESCRIPTION | REGISTRATION/ SERIAL NUMBER | REGISTRATION/ APPLICATION DATE |
|-----------------|--|-----------------------------------|--------------------------------------|
| Parent Borrower | IT ALL COMES TOGETHER WHEN PERFORMANCE, REPORTING AND EARNINGS COMBINE TO DRIVE THE VIRTUOUS CYCLE OF PRACTICE VITALITY | 88104706 | 01/29/19 |
| Parent Borrower | VIRTUOUS CYCLE OF PRACTICE VITALITY | 88104703 | 09/05/18 |
| Parent Borrower | CHECK FROM MINGLE HEALTH | 88104695 | 09/05/18 |
| Parent Borrower | CHECK. | 5727035 | 04/16/19 |
| Parent Borrower | CHECK | 5727034 | 04/16/19 |
| Analytics | MIPS SOLUTIONS | 5134805 | 01/31/17 |
| Analytics | MIPS SOLUTIONS | 5134804 | 01/31/17 |
| Analytics | TRANSFORMING HEALTHCARE WITH DATA- DRIVEN SOLUTIONS | 4977689 | 06/14/16 |
| Analytics | TRANSFORMING HEALTHCARE WITH DATA- DRIVEN SOLUTIONS | 5002062 | 07/19/16 |
| Analytics | PQRS SOLUTIONS | 4957661 | 05/10/16 |
| Analytics | PQRS SOLUTIONS | 4957660 | 05/10/16 |
| Analytics | MINGLE ANALYTICS | 5002061 | 07/19/16 |
| Analytics | MINGLE ANALYTICS | 5002060 | 07/19/16 |