

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL PHARMACIST INC.		05/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3350920	TELEMANAGER	
Registration Number:	3350919	TELEMANAGER	
Registration Number:	3350949	TELEMANAGER	
Registration Number:	3851875	IREFILL	
Registration Number:	4265062	TREFILL	
Registration Number:	5372991	RXWIKI	
Registration Number:	5331739	DIGITAL PHARMACIST	
Registration Number:	5568623		
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1225866		
NAME OF SUBMITTER:	Sarah Mackin, Senior Corporate Paralegal		

OP \$215.00 3350920

SIGNATURE:	/Sarah Mackin/
DATE SIGNED:	05/27/2020
Total Attachments: 7 source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page1.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page2.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page3.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page4.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page5.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page6.tif source=Closing Copy - E.3 - Intellectual Property Security Agreement - Digital Pharmacist (May 2020)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 27, 2020 by and between **DIGITAL PHARMACIST INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among Grantor, DIGITAL PHARMACIST HOLDINGS, INC., a Delaware corporation (“*Holdings*”), the several banks and other financial institutions or entities from time to time parties thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Grantor and Holdings have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor and Holdings shall grant to Administrative Agent a security interest in certain Copyrights, Copyright Licenses Trademarks, Trademark Licenses, Patents and Patent Licenses (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor and Holdings under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor and Holdings have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s and Holdings’ right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Remainder of Page Left Intentionally Blank]

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.

GRANTOR:

DIGITAL PHARMACIST INC.

By: Tarun Jain
Name: Tarun Jain
Title: Treasurer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 

Name: Peter Freyer

Title: Managing Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

Loan Party	Jurisdiction	Registration No.	Registration Date	Work of Authorship
Digital Pharmacist Inc. (registered in name of Telemanager Technologies, Inc.)	United States	TXu 4-687-396	12-22-1997	Refill telemanager : version 3
	United States	TXu 1-653-003	06-08-2009	Health Messaging Services

Pending Copyright Applications

None

Registered Copyrights and Pending Copyright Applications Licensed to Loan Parties

None

EXHIBIT B

PATENTS

Issued Patents

Loan Party	Jurisdiction	App No. / Patent No.	Filing Date / Issue Date	Title
Digital Pharmacist Inc. (registered in name of Telemanager Technologies, Inc.)	United States	09/097,762 6,493,427	June 16, 1998 December 10, 2002	REMOTE PRESCRIPTION REFILL SYSTEM
	United States	09/858,877 7,848,934	May 15, 2001 December 7, 2010	REMOTE PRESCRIPTION REFILL SYSTEM
	United States	10/073,645 6,804,654	February 11, 2002 October 12, 2004	SYSTEM AND METHOD FOR PROVIDING PRESCRIPTION SERVICES USING VOICE RECOGNITION
	United States	10/261,858 6,744,862	October 1, 2002 June 1, 2004	REMOTE PRESCRIPTION REFILL SYSTEM
	United States	10/941,307 8,150,706	September 15, 2004 April 3, 2012	REMOTE PRESCRIPTION REFILL SYSTEM
	United States	11/711,496 8,738,393	February 27, 2007 May 27, 2014	SYSTEM AND METHOD FOR TARGETED HEALTHCARE MESSAGING
	Canada	2580258 2580258	March 13, 2007 November 24, 2015	REMOTE PRESCRIPTION REFILL SYSTEM
	United States	12/409,173 8,811,578	March 23, 2009 August 19, 2014	SYSTEM AND METHOD FOR PROVIDING LOCAL INTERACTIVE VOICE RESPONSE SERVICES

Pending Patent Applications

None


Issued Patents and Pending Patent Applications Licensed to Loan Parties

None

EXHIBIT C

TRADEMARKS

Registered Trademarks

Loan Party	Jurisdiction	Application No. / Registration No.	Filing Date / Registration Date	Registered Owner	Mark
Digital Pharmacist Inc.	United States	77/064,902 3,350,920	December 15, 2006 December 11, 2007	TeleManager Technologies, Inc.	TELEMANAGER
	United States	77/064,895 3,350,919	December 15, 2006 December 11, 2007	TeleManager Technologies, Inc.	TELEMANAGER
	United States	77/074,379 3,350,949	January 2, 2007 December 11, 2007	TeleManager Technologies, Inc.	TELEMANAGER
	Canada	1351842 TMA769589	June 15, 2007 June 14, 2010	TeleManager Technologies, Inc.	TELEMANAGER
	United States	77/947,008 3,851,875	March 1, 2010 September 21, 2010	TeleManager Technologies, Inc.	IREFILL
	United States	85/199,298 4,265,062	December 16, 2010 December 25, 2012	TeleManager Technologies, Inc.	TREFILL
	United States	87/270,159 5,372,991	December 15, 2016 January 9, 2018	Digital Pharmacist Inc.	RXWIKI
	United States	87/270,150 5,331,739	December 15, 2016 November 7, 2017	Digital Pharmacist Inc.	DIGITAL PHARMACIST
	United States	87/613,828 5,568,623	September 19, 2017 September 25, 2018	Digital Pharmacist Inc.	

Pending Trademark Applications

Loan Party	Jurisdiction	Application No.	Filing Date	Applicant	Mark
Digital Pharmacist Inc.	Canada	1494211	August 31, 2010	TeleManager Technologies, Inc.	IREFILL

Registered Trademarks and Pending Trademark Applications Licensed to Loan Parties

None