

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDSPHERE SYSTEMS CORPORATION		04/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	1 EAST WASHINGTON STREET, 5TH FLOOR		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87414435	ASCEND	
Serial Number:	87414501	SPARK	
Serial Number:	87414481	SCOUT	
Serial Number:	78367228	MARKETWARE	
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:	650 843 5801		
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	305983-114		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	05/05/2021		
Total Attachments: 7			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 23, 2021 (this "Agreement") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("Lender") and **MEDSPHERE SYSTEMS CORPORATION**, a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 20, 2019 (as amended, restated, or otherwise modified 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:

Pursuant to the terms of the Loan Agreement, Grantor granted to Lender a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein, collectively, the "Intellectual Property Collateral").

Grantor and Lender previously entered into the Intellectual Property Security Agreement, dated as of November 20, 2019 (as may be amended, restated, supplemented, replaced, or otherwise modified from time to time, the "2019 IP Security Agreement").

Grantor and Lender have agreed to execute this Agreement to amend and restate the 2019 IP Security Agreement, which shall be given in amendment and restatement, but not in extinguishment or novation of the 2019 IP Security Agreement, and is in substitution therefor and an amendment and replacement thereof.

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in, the following 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.

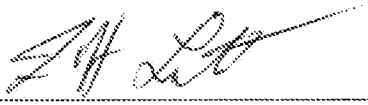
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in 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.

[Signature page follows.]

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:

1220 E. 7800 South, Floor 3
Sandy, UT 84094
Attn: Irv Lichtenwald, CEO
Email: irv.lichtenwald@medsphere.com
Phone: (760) 692-3743

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

1 East Washington Street, 5th Floor
Phoenix, AZ 85004
Attn: Loan Production Group – Riesa Nunes
Email: RNunes@alliancebankofarizona.com
Phone: (602) 386-2314

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:

1220 E. 7800 South, Floor 3

Sandy, UT 84094

Attn: Irv Lichtenwald, CEO

Email: irv.lichtenwald@medsphere.com

Phone: (760) 692-3743

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Riesa L. Nunes

Title: Director

Address for Notices:

1 East Washington Street, 5th Floor

Phoenix, AZ 85004

Attn: Loan Production Group – Riesa Nunes

Email: RNunes@alliancebankofarizona.com

Phone: (602) 386-2314

EXHIBIT A
COPYRIGHTS

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:
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
Computer File	Marketware – Ascend.		TX0008219534	04/25/2016
Text	Marketware 101 training guide		TX0007282417	03/07/2008
Computer File	Marketware		TX0006997692	03/26/2008
Computer File	Chartlogic source code template. Title: Fs2 ChartLogic Data Templates.xml.		TX0005839767	5/29/2013
Text	Orthopaedic examination templates		TX0005839768	5/29/2013
Text	Electronic medical records templates		TX0005953052	5/29/2013
Text	Wellsoft EDIS V.11		TX0007591413	10/18/2012

EXHIBIT B
TRADEMARKS

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	Filing Date / Registration Date:
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	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
ASCEND	87414435	5483836	04/17/2017 / 06/05/2018
SPARK	87414501	5323769	04/17/2017 / 10/31/2017
SCOUT	87414481	5323767	04/17/2017 / 10/31/2017
MARKETWARE	78367228	3254706	02/12/2004 / 06/26/2007

EXHIBIT C

PATENTS

Title:	Patent Number:	Application Serial Number:	Filing Date / Issue Date:
NETWORK SYSTEM OF INDIVIDUAL USER DEVICES TO GENERATE GROUP IMPLEMENTED TREATMENT PLAN	10600517	15882238	01/29/18 / 03/24/2020
METHODS AND SYSTEMS FOR CREATING AND USING MULTI-DISCIPLINARY TREATMENT PLANS		14025611	09/12/2013