

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCADIA SOLUTIONS, LLC		07/31/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90565995	ARCADIA	
Serial Number:	90559915	ARCADIA	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	036703-1570		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	05/18/2021		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of July 31, 2018 by and between COMERICA BANK ("Bank") and ARCADIA SOLUTIONS, LLC, a Minnesota limited liability company ("Grantor") and amends and restates in its entirety that certain Intellectual Property Security Agreement between Grantor and Bank dated as of November 7, 2012 (as amended, modified or supplemented from time to time, the "Original IPSA"). All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations.

RECITALS

A. Grantor, Arcadia Solutions, Inc. and Sage Technologies Co. (collectively, "Borrowers") and Bank are parties to that certain Loan and Security Agreement dated November 7, 2012, as amended by that certain First Amendment and Waiver to Loan and Security Agreement dated April 1, 2014, as amended by that certain Second Amendment and Waiver to Loan and Security Agreement dated April 29, 2015, as amended by that certain Third Amendment to Loan and Security Agreement dated June 16, 2015, as amended by that certain Fourth Amendment and Waiver to Loan and Security Agreement dated March 4, 2016, as amended by that certain Fifth Amendment to Loan and Security Agreement dated September 23, 2016, as amended by that certain Consent and Sixth Amendment to Loan and Security Agreement dated December 2, 2016, as amended by that certain Seventh Amendment and Waiver to Loan and Security Agreement dated March 20, 2017, as amended by that certain Eighth Amendment and Waiver to Loan and Security Agreement dated March 31, 2018 (as may from time to time be amended, modified, restated or supplemented, the "Original Agreement"). Borrowers and Bank wish to amend and restate the terms of the Original Agreement pursuant to that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrowers dated as of even date hereof (as the same may from time to time be amended, modified, restated, or supplemented, the "Restated Loan Agreement"). Capitalized terms used herein are used as defined in the Restated Loan Agreement.

B. In connection with the Original Loan Agreement, Grantor and Bank entered into the Original IPSA. In connection with the Restated Loan Agreement, Grantor and Bank wish to amend and restate the terms of the Original IPSA in accordance with the terms of this Restated IPSA. Bank is willing to enter into the Restated Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Restated Loan Agreement.

C. Pursuant to the terms of the Restated Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's 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 Restated Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Restated Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank related to the Restated Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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 Bank under the Restated Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Restated Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Restated Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Restated Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]

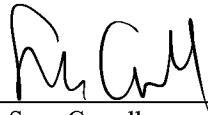
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ARCADIA SOLUTIONS, LLC

20 Blanchard Road, Suite 10
Burlington, MA 01803
Attn: President

By:  _____
Name: Sean Carroll
Title: President and Chief Executive Officer

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

By: _____
Name: _____
Title: _____

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GRANTOR:

Address of Grantor:

ARCADIA SOLUTIONS, LLC

20 Blanchard Road, Suite 10
Burlington, MA 01803
Attn: President

By: _____
Name: Sean Carroll
Title: President and Chief Executive Officer

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

By: _____
Name: Walter Weston
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Arcadia Analytics Platform.	TX0008594246	06/15/18
Arcadia Platform and Arcadia Analytics Modules.	TX0008944895	01/22/2021

EXHIBIT B

Patents

Description	Application / Patent Number	Application/ Issue Date
Systems and Methods for Electronic Health Records	14/724,478	05/28/15
Systems and Methods for Electronic Health Records	10,832,819	11/10/20
	14/815,290	07/31/15
Systems and Methods for Electronic Health Records	17/032,968	09/25/20

EXHIBIT C

Trademarks

Description	Serial / Registration Number	Registration/ Application Date
ARCADIA	90/565,995	03/08/21
ARCADIA	90/559,915	03/04/21