

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arcadia Solutions, LLC		03/08/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	VCP Capital Markets, LLC		
Street Address:	Four Embarcadero Center, 20th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6836396	ARCADIA	
Registration Number:	6836408	ARCADIA	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0047		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	03/09/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 8, 2023 by and among **VCP Capital Markets, LLC**, as agent (“Agent”), and **Arcadia Solutions, LLC**, a Minnesota limited liability company (the “Grantor”).

RECITALS

A. Agent and Grantor are parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented and otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, each other Credit Party party thereto from time to time, each Lender party thereto from time to time and Agent. Capitalized terms used herein without definition have the meaning assigned in the Loan Agreement.

B. Pursuant to the terms of Loan Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property and intangible rights, in each case, to the extent constituting Collateral, now owned or at any time hereafter acquired by such Grantor, including without limitation, the following worldwide:

(i) any and all trademarks and service marks, trade dress, slogans, logos, and other indicia of origin, whether registered or not, and all 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, including such items listed on Schedule A hereto,

(ii) any and all issued patents and patent applications and all like protections, including, without limitation, all invention disclosures, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto,

(iii) any and all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship and derivative work thereof, and like protections, including all software codes, and whether or not the same also constitutes a trade secret, including, without limitation, all applications or registrations for any of the same and all extensions and renewals thereof, including such items listed on Schedule C hereto,

- (iv) any and all trade secrets, know-how, and proprietary business information,
- (v) any and all rights to recover damages for past, current, and future infringement or violation of any of the foregoing,
- (vi) any and all design rights that may be available to Grantors,
- (vii) all right, title and interest in and to any and all present and future license, sublicense, and use agreements with respect to any of the foregoing, and
- (viii) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits or modifies any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Collateral (including, without limitation, the Intellectual Property) are as provided by the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights, protections, immunities, indemnities and remedies. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

3. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

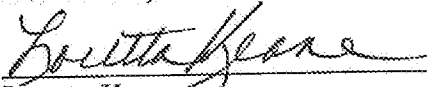
4. Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, the Intellectual Property Office of the United Kingdom and the European Union Intellectual Property Office record this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

320 Summer St., Floor 3
Burlington, MA 02210

Arcadia Solutions, LLC

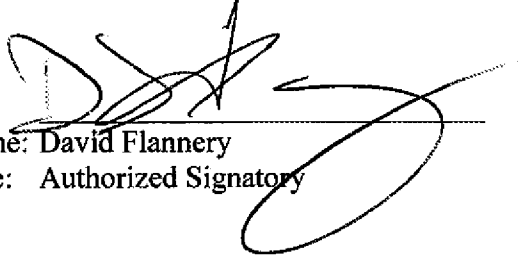
By: 
Name: Loretta Keane
Title: Chief Financial Officer

Address of Agent:

Four Embarcadero Center, 20th
Floor
San Francisco, CA 94111

VCP Capital Markets, LLC

By: Vista Credit Partners, L.P.
Its: Senior Managing Member

By: 
Name: David Flannery
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007998 FRAME: 0187

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

Trademark	Country	Applicant/Owner	Registration / Application #	Date Filed	Status	Registration Date
ARCADIA (stylized)	European Union	Arcadia Solutions, LLC	18550143; 018550143	9/2/2021	Registered	2/1/2022
ARCADIA	European Union	Arcadia Solutions, LLC	18549135; 018549135	9/2/2021	Registered	2/1/2022
ARCADIA (stylized)	United Kingdom	Arcadia Solutions, LLC	UK00003689349; UK00003689349	9/2/2021	Registered	3/4/2022
ARCADIA	United Kingdom	Arcadia Solutions, LLC	UK00003689314; UK00003689314	9/2/2021	Registered	3/4/2022
ARCADIA (stylized) (b&w)	United States of America	Arcadia Solutions, LLC	90559915; 6836396	3/4/2021	Registered	9/6/2022
ARCADIA	United States of America	Arcadia Solutions, LLC	90565995; 6836408	3/8/2021	Registered	9/6/2022

Registered Trademarks and Pending Trademark Applications Licensed

None.

SCHEDULE B

Issued Patents and Patent Applications

<u>Patent Title</u>	<u>Owner</u>	<u>Registration / Application #</u>	<u>Issue / Application Date</u>
SYSTEMS AND METHOD FOR ELECTRIC HEALTH RECORDS	Arcadia Solutions, LLC	14/724,478	5/28/2015
SYSTEMS AND METHODS FOR ELECTRONIC HEALTH RECORDS	Arcadia Solutions, LLC	14/815,290 Reg. 10832819	12/3/2015 11/10/2020
SYSTEMS AND METHOD FOR ELECTRONIC HEALTH RECORDS	Arcadia Solutions, LLC	17/032,968	1/14/2021

Issued Patents and Pending Patent Applications Licensed

None.

SCHEDULE C

Registered Copyrights

Type of Work	Owner	Registration Number	Registration Year
Arcadia Analytics Platform	Arcadia Solutions, LLC	TX0008594246	06/15/2018
Arcadia Platform and Arcadia analytics Modules	Arcadia Solutions, LLC	TX0008944895	01/22/2021

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed

None.