

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858151

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHREESIA, INC.		12/04/2023	Corporation: DELAWARE
ACCESS EFORMS, LLC		12/04/2023	Limited Liability Company: TEXAS
MEDIFIND, INC.		12/04/2023	Corporation: DELAWARE
INSIGNIA HEALTH, LLC		12/04/2023	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 Bethesda Metro Center, 7th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	national banking association - USA: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	6933477	3D ECONSENT
Registration Number:	6933476	ACCESS
Registration Number:	4069363	ACCESS EFM
Registration Number:	4069364	ACCESS ENTERPRISE FORMS MANAGEMENT
Registration Number:	3719299	COACHING FOR ACTIVATION
Registration Number:	4069362	EFM
Registration Number:	3837718	FLOURISH
Registration Number:	2205572	FORMATTA
Registration Number:	3719292	INSIGNIA HEALTH
Registration Number:	6181600	MEDIFIND
Registration Number:	5577545	MOTIVATIONAL INDEXING
Registration Number:	5577544	MOTIVATIONAL INDEXING
Registration Number:	3755291	PAM
Registration Number:	3755292	PATIENT ACTIVATION MEASURE
Registration Number:	2207103	PFF

OP \$765.00 6933477

Property Type	Number	Word Mark
Registration Number:	4702650	PHREESIA
Registration Number:	4702648	PHREESIA
Registration Number:	3491250	PHREESIA
Registration Number:	3491251	PHREESIA
Registration Number:	6737366	PHREESIA
Registration Number:	6737386	PHREESIA
Registration Number:	7110961	PHREESIA LIFE SCIENCES
Registration Number:	7110960	PHREESIA LIFE SCIENCES
Registration Number:	6737791	
Registration Number:	3719293	
Serial Number:	97751910	DEVICE ANXIETY
Serial Number:	97566994	FOCUS
Serial Number:	97566975	FOCUS DESIGN STUDIO
Serial Number:	97566901	IKE DESIGN STUDIO
Serial Number:	97566962	IKE WORKFLOW ENGINE

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Douglas A. Nail
SIGNATURE:	/DAN/
DATE SIGNED:	12/04/2023

Total Attachments: 13

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- source=03. Trademark Security Agreement (Phreesia)#page12.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2023, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of **CAPITAL ONE, NATIONAL ASSOCIATION** (“**Capital One**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among each “**Borrower**” that is a party thereto, Phreesia, Inc., as Borrower Representative, each other “**Credit Party**” that is a party thereto, the Lenders, L/C Issuers and other Secured Parties that are party thereto, and Agent, the Secured Parties have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the other Secured Parties to enter into the Credit Agreement and to the Secured Parties to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Domestic Trademark Filings referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to conflict of laws principles other than section 5-1401 and 5-1402 of New York General Obligations Law.

[Remainder of page intentionally left blank; signatures appear on the following pages]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

PHREESIA, INC.

By: Balaji Gandhi
Name: **Balaji Gandhi**
Title: Chief Financial Officer

ACCESS EFORMS, LLC

By: Balaji Gandhi
Name: **Balaji Gandhi**
Title: Chief Financial Officer and Vice President

MEDIFIND, INC.

By: Balaji Gandhi
Name: **Balaji Gandhi**
Title: Chief Financial Officer and Vice President

INSIGNIA HEALTH, LLC

By: Allison Hoffman
Name: **Allison Hoffman**
Title: Authorized Signatory

[Signatures continue on the following page]

ACCEPTED AND AGREED
as of the date first above written

CAPITAL ONE, NATIONAL ASSOCIATION, as
Agent

By: Alice Tse
Name Alice Tse
Title Its Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations


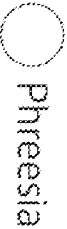
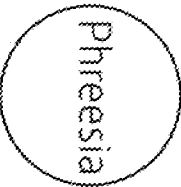
1. REGISTERED TRADEMARKS



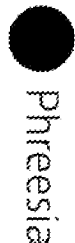
IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	3D ECONSENT	3D ECONSENT™	90827959	6933477	07/14/2021	12/27/2022	ACCESS EFORMS, LLC
United States (USPTO)	ACCESS	ACCESS	90827919	6933476	07/14/2021	12/27/2022	ACCESS EFORMS, LLC
United States (USPTO)	ACCESS EFM	Access EFM	85027083	4069363	04/30/2010	12/13/2011	ACCESS EFORMS, LLC

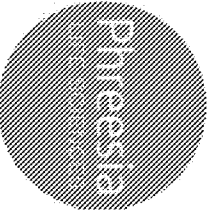
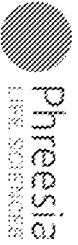
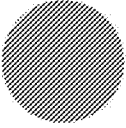
IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	ACCESS ENTERPRISE FORMS MANAGEMENT	Access Enterprise Forms Management	85027107	4069364	04/30/2010	12/13/2011	ACCESS EFORMS, LLC
United States (USPTO)	COACHING FOR ACTIVATION	COACHING FOR ACTIVATION	77407709	3719299	02/27/2008	12/01/2009	Insignia Health, LLC
United States (USPTO)	EFM	EFM	85027035	4069362	04/30/2010	12/13/2011	ACCESS EFORMS, LLC

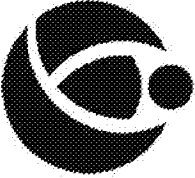
IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	FLOURISH	FLOURISH	77918382	3837718	01/22/2010	08/24/2010	Insignia Health, LLC
United States (USPTO)	FORMATTA	FORMATTA	75366374	2205572	10/01/1997	11/24/1998	ACCESS EFORMS, LLC
United States (USPTO)	INSIGNIA HEALTH	INSIGNIA HEALTH	77406527	3719292	02/26/2008	12/01/2009	Insignia Health, LLC
United States (USPTO)	MEDIFIND	MEDIFIND	88739705	6181600	12/26/2019	10/20/2020	MEDIFIND, INC.

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	MOTIVATIONAL INDEXING	MOTIVATIONAL INDEXING	87641448	5577545	10/11/2017	10/02/2018	PHREESIA, INC.
United States (USPTO)	MOTIVATIONAL INDEXING	MOTIVATIONAL INDEXING	87641390	5577544	10/11/2017	10/02/2018	PHREESIA, INC.
United States (USPTO)	PAM	PAM	77407705	3755291	02/27/2008	03/02/2010	Insignia Health, LLC
United States (USPTO)	PATIENT ACTIVATION MEASURE	PATIENT ACTIVATION MEASURE	77407707	3755292	02/27/2008	03/02/2010	Insignia Health, LLC

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	PFF		75366516	2207103	10/01/1997	12/01/1998	ACCESS EFORMS, LLC
United States (USPTO)	PHREESIA		86247160	4702650	04/09/2014	03/17/2015	Phreesia, Inc.
United States (USPTO)	PHREESIA		86246975	4702648	04/09/2014	03/17/2015	Phreesia, Inc.

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	PHREESIA		77201066	3491250	06/08/2007	08/26/2008	Phreesia, Inc.
United States (USPTO)	PHREESIA		77201118	3491251	06/08/2007	08/26/2008	Phreesia, Inc.
United States (USPTO)	PHREESIA	PHREESIA	90721268	6737366	05/19/2021	05/24/2022	Phreesia, Inc.
United States (USPTO)	PHREESIA and Design		90721353	6737386	05/19/2021	05/24/2022	Phreesia, Inc.

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	PHREESIA LIFE SCIENCES		973338242	7110961	03/30/2022	07/18/2023	Phreesia, Inc.
United States (USPTO)	PHREESIA LIFE SCIENCES		973338209	7110960	03/30/2022	07/18/2023	Phreesia, Inc.
United States (USPTO)	Phreesia Circle Orange		907233354	6737791	05/20/2021	05/24/2022	Phreesia, Inc.

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)			77406535	3719293	02/26/2008	12/01/2009	Insignia Health, LLC

2. TRADEMARK APPLICATIONS

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	DEVICE ANXIETY	DEVICE ANXIETY	97751910		01/12/2023		ACCESS EFORMS, LLC

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date	Owners (Current)
United States (USPTO)	FOCUS	FOCUS	97566994		08/26/2022		ACCESS EFORMS, LLC
United States (USPTO)	FOCUS DESIGN STUDIO	FOCUS DESIGN STUDIO	97566975		08/26/2022		ACCESS EFORMS, LLC
United States (USPTO)	IKE DESIGN STUDIO	Ike Design Studio	97566901		08/26/2022		ACCESS EFORMS, LLC
United States (USPTO)	IKE WORKFLOW ENGINE	Ike Workflow Engine	97566962		08/26/2022		ACCESS EFORMS, LLC

TRADEMARK

REEL: 008277 FRAME: 0396

RECORDED: 12/04/2023