

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phytel, Inc.		09/15/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	14185 N. Dallas Parkway
Internal Address:	Suite 780
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85090403	C3
Serial Number:	77093361	PROACTIVE
Registration Number:	3483962	PHYTEL
Registration Number:	3589829	PHYTEL PROACTIVE PATIENT CARE
Registration Number:	2241255	PHYTEL
Registration Number:	3963744	QUALITY CYCLE MANAGEMENT
Serial Number:	77966591	PHYTEL
Serial Number:	77966562	ENGAGING PATIENTS. BETTER OUTCOMES.

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900202477

**TRADEMARK
 REEL: 004625 FRAME: 0829**

CH \$215.00 85090403

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 916614-005

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 09/20/2011

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Phytel, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 15, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: Suite 780

Street Address: 14185 W. Dallas Parkway

City: Dallas

State: TX

Country: USA Zip: 75234

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit C

B. Trademark Registration No.(s)

See Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

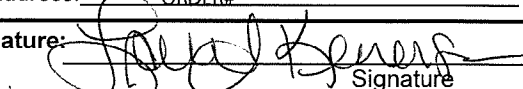
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

9/19/11
 Date

Laura A. Kenersan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is entered into as of September 15, 2011 by and between **SILICON VALLEY BANK** ("**Bank**") and **PHYTEL, INC.** ("**Grantor**"). This Agreement amends and restated in its entirety that certain Intellectual Property Security Agreement dated as of August 31, 2010, by and between Bank and Grantor.

RECITALS

A. Bank has 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 Amended and Restated Loan and Security Agreement by and Bank and Grantor, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement; provided that the security interest granted herein and in the Loan Agreement shall not include a security interest in any Excluded License. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the 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 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 Agreement, the 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.

[Signature page follows.]

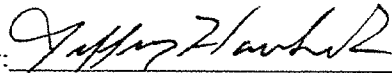
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PHYTEL, INC.

11511 Luna Road, Suite 600
Dallas, Texas 75234
Attn: Mr. Jeffrey Havlock
Fax: (972) 991-9296
Email: jeffrey.havlock@phytel.com

By: 
Name: JEFFREY HAVLOCK
Title: C.F.O.

BANK:

Address of Bank:

SILICON VALLEY BANK

14185 N. Dallas Parkway, Suite 780, Dallas,
Texas 75254
Attn: Ms. Jennifer Bentley
Fax: Fax 972.387.0782
Email: jbentley@svb.com

By: _____
Name: _____
Title: _____

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:

Address of Grantor:

PHYTEL, INC.

11511 Luna Road, Suite 600
Dallas, Texas 75234
Attn: Mr. Jeffrey Havlock
Fax: (972) 991-9296
Email: jeffrey.havlock@phytel.com

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

14185 N. Dallas Parkway, Suite 780, Dallas,
Texas 75254
Attn: Ms. Jennifer Bentley
Fax: Fax 972.387.0782
Email: jrbentley@svb.com


By: 
Name: Jennifer Bentley
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

Description/Registration Number/Registration Date

C3 Application Number: 85090403 Filed: 7/22/2010

PROACTIVE Application Number: 77093361 Filed: 1/29/2007 (Abandoned)

PHYTEL Application Number: 77338092 Filed: 11/27/2007 Reg Number: 3483962

PHYTEL logo Application Number: 77336658 Filed: 11/26/2007 Reg Number: 3589829

PHTYEL Application Number: 3589829 Filed: 8/18/1997 Reg Number: 2241255

QUALITY CYCLE MANAGEMENT Application Number: 77843405 Filed: 10/7/2009
Reg Number 3963744

PHYTEL logo Application Number: 77966591 Filed: 3/23/2010

ENGAGING PATIENTS. BETTER OUTCOMES. Application Number: 77966562 Filed:
3/23/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None