

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kareo, Inc.		09/10/2014	CORPORATION: CALIFORNIA
CareTools, Inc.		09/10/2014	CORPORATION: CALIFORNIA
Ecco Health, LLC		09/10/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
Street Address:	300 West Sixth Street		
Internal Address:	Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4568882	GO PRACTICE	
Registration Number:	3093953	KAREO	
Registration Number:	3655599	ICHART	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0021		
NAME OF SUBMITTER:	Nam H. Huynh		
SIGNATURE:	/Nam H. Huynh/		
DATE SIGNED:	09/16/2014		

OP \$90.00 4568882

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 10, 2014 by and among Kareo, Inc., a California corporation (the “**Kareo**”), CareTools, Inc., a California corporation (“**CareTools**”), and Ecco Health, LLC, a Nevada limited liability company (“**Ecco Health**,” together with Kareo and CareTools, jointly and severally, each a “**Borrower**” and collectively, the “**Borrowers**”), and ESCALATE CAPITAL PARTNERS SBIC I, L.P., a Delaware limited partnership (“**Lender**”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

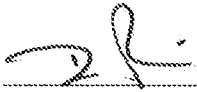
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, 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.

[Signature pages 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.

BORROWERS:


KAREO, INC.,
a California corporation

By: 
Name: Dan Rodrigues
Title: Chief Executive Officer

CARETOOLS, INC.,
a California corporation

By: 
Name: Dan Rodrigues
Title: Chief Executive Officer


ECCO HEALTH, LLC,
a Nevada limited liability company

By: 
Name: Dan Rodrigues
Title: Manager

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 
Name: Ross Cockrell
Title: Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GO PRACTICE	4568882	07/15/2014
KAREO	3093953	05/16/2006
CARETOOLS	N/A	N/A
ICHART	3655599	07/14/2009