

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332924

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mobile Heartbeat, LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	hInsight-Mobile Heartbeat Holdings, LLC		
<b>Street Address:</b>	One Park Plaza		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37203		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4246381	HEALTHCARE HEARTBEAT	
<b>Registration Number:</b>	4164882	HOSPITAL HEARTBEAT	
<b>Registration Number:</b>	4347518	MOBILE HEARTBEAT	
<b>Serial Number:</b>	86381382	MOBILE HEARTBEAT CURE	
<b>Serial Number:</b>	86381398	MH-CURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035714321		
<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>			
<b>Phone:</b>	303-571-4000		
<b>Email:</b>	denverteas@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	94335-902207		
<b>NAME OF SUBMITTER:</b>	Thomas D. Franklin		
<b>SIGNATURE:</b>	/Thomas D. Franklin/		
<b>DATE SIGNED:</b>	02/23/2015		

OP \$140.00 4246381

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of January 15, 2015 is made by **Mobile Heartbeat, LLC**, a Delaware limited liability company ("**Grantor**") in favor of **hInsight-Mobile Heartbeat Holdings, LLC**, a Delaware limited liability company ("**Lender**"), under the Loan Agreements referred to below.

**WHEREAS**, Grantor has entered into (i) that certain Amended and Restated Investment Agreement dated as of February 27, 2014, as amended by Amendment No. 1 to Amended and Restated Investment Agreement dated July 28, 2014 (as same may be further amended, restated, supplemented or otherwise modified from time to time); and (ii) that certain Amended and Restated 2014 Investment Agreement dated as of July 28, 2014, as amended by Amendment No. 1 to Amended and Restated 2014 Investment Agreement dated December 8, 2014 (as same may be further amended, restated, supplemented or otherwise modified from time to time) (collectively, the "**Investment Agreements**"), with Lender;

**WHEREAS**, under the terms of the Loan Agreements, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Investment Agreements.

2. **Grant of Security.** Grantor hereby grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all trademarks, service marks, and trade names owned by Grantor, including without limitation those registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by Lender.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Investment Agreements, which are hereby incorporated by reference. The provisions of the Investment Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Investment Agreements and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

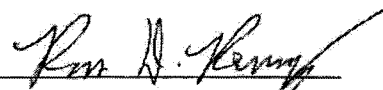
5. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

**MOBILE HEARTBEAT, LLC,**  
*as Grantor*

By: 

Name: Ron D. Remy

Title: CEO

Address for Notices:

51 Sawyer Road - Suite 110  
Waltham, MA 02453

**AGREED AND ACCEPTED:**

**HINSIGHT-MOBILE HEARTBEAT  
HOLDINGS, LLC,**  
*as Lender*

**BY: HEALTH INSIGHT CAPITAL,  
LLC, its sole member**

By: \_\_\_\_\_

Name: Joseph A. Sowell

Title: Vice President

Address for Notices:

One Park Plaza

Nashville, TN 37203

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

**MOBILE HEARTBEAT, LLC,**  
*as Grantor*

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

**AGREED AND ACCEPTED:**

**HINSIGHT-MOBILE HEARTBEAT  
HOLDINGS, LLC,**  
*as Lender*

**BY: HEALTH INSIGHT CAPITAL,  
LLC, its sole member**

By:  \_\_\_\_\_

Name: Joseph A. Sowell

Title: Vice President

Address for Notices:

One Park Plaza

Nashville, TN 37203

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

TITLE	COUNTRY	APPLICATION NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	STATUS
Workflow and Resource Management System with Integrated Bi-directional Communications	United States	61/304,250	Feb. 12, 2010	N/A	N/A	Expired
Workflow and Resource Management System with Integrated Bi-directional Communications	United States	13/027,158	Feb. 14, 2011	US 2012-0042039	Feb. 16, 2012	Pending
Workflow and Resource Management System with Integrated Bi-directional Communications	International	PCT/US2011/024795	Feb. 14, 2011	WO 2011-100715	Aug. 18, 2011	Pending
Workflow and Resource Management System with Integrated Bi-directional Communications	Europe	11742982.9	Feb. 14, 2011	EP 2534619	Dec. 19, 2012	Pending
Automated Login Initialization on Detection of Identifying Information	United States	61/534,731	Sept. 14, 2011	N/A	N/A	Expired
Automated Login Initialization on Detection of Identifying Information	United States	13/616,483	Sept. 14, 2012	US 2013-0074171	Mar. 21, 2013	Pending
Automated Login Initialization on Detection of Identifying Information	International	PCT/US2012/055366	Sept. 14, 2012	WO 2013-040328	Mar. 21, 2013	Pending
Automated Login Initialization on Detection of Identifying Information	Europe	12831226.1	Sept. 14, 2012	EP 2756477	July 23, 2014	Pending
System for Location-Aware Control of Process Pathways	United States	61/971,887	Mar. 28, 2014	N/A	N/A	Pending
System for Location-Aware Control of Process Pathways	United States	62/031,089	Jul. 30, 2014	N/A	N/A	Pending
System for Location-Aware Control of Process Pathways	United States	62/032,172	Aug. 1, 2014	N/A	N/A	Pending
System for Setting and Controlling	United States	61/939,104	Feb. 12, 2014	N/A	N/A	Pending

4820-4402-5633.1





**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

MARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
HEALTHCARE HEARTBEAT	77/760,715	June 16, 2009	N/A	N/A	Abandoned (May 2, 2013)
HEALTHCARE HEARTBEAT	77/983,399	June 16, 2009	4,246,381	Nov. 20, 2012	Live
MOBILE HEARTBEAT	77/877,792	Nov. 20, 2009	N/A	N/A	Abandoned (Sept. 8, 2010)
HOSPITAL HEARTBEAT	77/748,775	June 1, 2009	4,164,882	June 26, 2012	Live
SERVICE HEARTBEAT	77/761,712	June 17, 2009	N/A	N/A	Abandoned (Mar. 10, 2010)
MOBILE HEARTBEAT	85/484,005	Nov. 30, 2011	4,347,518	Nov. 27, 2012	Live
MOBILE HEARTBEAT CURE	86/381,382	Aug. 29, 2014			Pending
MH-CURE	86/381,398	Aug. 29, 2014			Pending

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