

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imprivata, Inc.		10/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4325686	CORTEXT	
Registration Number:	4378775	ENABLING HEALTHCARE. SECURELY.	
Registration Number:	2783822	IMPRIVATA	
Registration Number:	2888235	IMPRIVATA	
Registration Number:	4852272	IMPRIVATA CONFIRM ID	
Registration Number:	4601936	IMPRIVATA CORTEXT	
Registration Number:	4620888	IMPRIVATA HEALTHCON	
Registration Number:	2246631	NETSIGN	
Registration Number:	4265965	NO CLICK ACCESS	
Registration Number:	2777653	ONESIGN	
Registration Number:	4075295	ONESIGN ANYWHERE	
Registration Number:	3815524	ONESIGN SECURE WALK-AWAY	
Registration Number:	3616739	PATIENTSECURE	
Serial Number:	87077329	IMPRIVATA PATIENTSECURE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

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TRADEMARK

Phone: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	053644-0132
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	10/24/2017

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "***Agreement***"), effective as of October 24, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the "***Grantors***" and each a "***Grantor***"), in favor of GOLUB CAPITAL MARKETS LLC, a Delaware limited liability company ("***Golub***"), located at 150 S. Wacker Dr., Ste. 800, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "***Collateral Agent***").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 24, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), by and among IMPRIVATA, INC., a Delaware corporation (the "***Borrower***"), IMPRIVATA INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("***Holdings***"), as a Guarantor, the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a "***Lender***" and, collectively, the "***Lenders***"), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 24, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Pledge Agreement***");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges, and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in all of the following property, wherever located, in each case, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations:

(a) all trademarks, trade names, corporate names, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, (b) the right to obtain all renewals thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (e) the goodwill of the business symbolized by the foregoing or connected therewith, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral" shall not include any "intent-to-use" application for a trademark registration prior to the filing of a statement of use or an amendment to allege use with respect thereto, but solely to the extent, if any, and solely during the period, if any, in which, the grant of a Lien thereon would impair the validity or enforceability of any registration issuing from such intent-to-use application under applicable federal law (provided that, upon filing with the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or a statement of use under 15 U.S.C. Section 1051(d) (or any successor provisions), such intent-to-use trademark application shall be considered Trademark Collateral).

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

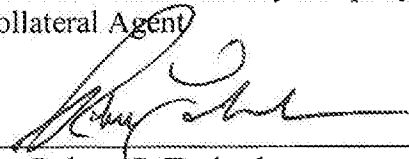
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMPRIVATA, INC.,
a Delaware corporation, as a Grantor

DocuSigned by:
Gus Malezis
By: _____
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Name: A. (Gus) Malezis
Title: President and Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

GOLUB CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Collateral Agent

By: 

Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No./Registration No.	Application Date/Registration Date
Imprivata, Inc.	CORTEXT	4325686	4/23/2013
Imprivata, Inc.	ENABLING HEALTHCARE. SECURELY	4378775	8/6/2013
Imprivata, Inc.	IMPRIVATA	2783822	11/18/2003
Imprivata, Inc.	IMPRIVATA	2888235	9/28/2004
Imprivata, Inc.	IMPRIVATA CONFIRM ID	4852272	11/10/2015
Imprivata, Inc.	IMPRIVATA CORTEXT	4601936	9/9/2014
Imprivata, Inc.	IMPRIVATA HEALTHCON	4620888	10/14/2014
Imprivata, Inc.	NETSIGN	2246631	5/18/1999
Imprivata, Inc.	NO CLICK ACCESS	4265965	12/25/2012
Imprivata, Inc.	ONESIGN	2777653	10/28/2003
Imprivata, Inc.	ONESIGN ANYWHERE	4075295	12/20/2011
Imprivata, Inc.	ONESIGN SECURE WALK- AWAY	3815524	7/6/2010
Imprivata, Inc.	PATIENTSECURE	3616739	5/5/2009
Imprivata, Inc.	CORTEXT	1513845	9/12/2012
Imprivata, Inc.	CORTEXT	912204	8/24/2015
Imprivata, Inc.	CORTEXT	11183241	9/12/2012
Imprivata, Inc.	ENABLING HEALTHCARE. SECURELY	881257	7/4/2014
Imprivata, Inc.	IMPRIVATA	930449	12/16/2003
Imprivata, Inc.	IMPRIVATA	657,658	1/31/2006

Grantor	Trademark	Application No./Registration No.	Application Date/Registration Date
Imprivata, Inc.	IMPRIVATA	2887354	3/23/2004
Imprivata, Inc.	IMPRIVATA	200401946	2/17/2004
Imprivata, Inc.	IMPRIVATA	4715569	10/3/2003
Imprivata, Inc.	IMPRIVATA	220432	8/28/2003
Imprivata, Inc.	IMPRIVATA	T0216114F	1/20/2004
Imprivata, Inc.	IMPRIVATA	507685	3/6/2003
Imprivata, Inc.	IMPRIVATA CORTEXT	1529946	12/6/2012
Imprivata, Inc.	IMPRIVATA CORTEXT	877832	5/13/2014
Imprivata, Inc.	IMPRIVATA CORTEXT	11404944	5/2/2013
Imprivata, Inc.	IMPRIVATA PRIVACYALERT & DESIGN	9275595	1/10/2011
Imprivata, Inc.	NO CLICK ACCESS	011074961	12/20/2012
Imprivata, Inc.	ONESIGN	1030568	11/18/2004
Imprivata, Inc.	ONESIGN	670596	8/21/2006
Imprivata, Inc.	ONESIGN	004123527	1/13/2006
Imprivata, Inc.	ONESIGN	300321461	11/18/2004
Imprivata, Inc.	ONESIGN	4,882,398	7/22/2005
Imprivata, Inc.	ONESIGN	229,222	11/10/2005
Imprivata, Inc.	ONESIGN	T04/20020C	6/5/2007
Imprivata, Inc.	ONESIGN	530811	2/21/2005
Imprivata, Inc.	ONESIGN ANYWHERE	10151447	12/28/2011
Imprivata, Inc.	ONESIGN SECURE WALK- AWAY	008642571	7/13/2010
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	87/077329	6/20/2016

Grantor	Trademark	Application No./Registration No.	Application Date/Registration Date
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	3171648	9/30/16
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	3233033	08/11/2017
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	1846663	5/24/2017
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	1815533	12/14/2016
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	1813746	12/12/2016
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	1838857	5/23/2017
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	016762973	9/21/2017
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	15583222	10/27/2016
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	292012	12/13/2016
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	201706550	5/22/2017
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	700166	12/16/2016
Imprivata, Inc.	IMPRIVATA PATIENTSECURE	56757/2017	06/01/2017