

10-03-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



ET

2006 SEP 29 PM 3:39

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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)

Premise Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Execution Date(s) Set. 15, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Inflection Point Ventures II, L.P.

Internal Address: Suite 500

Street Address: One Innovation Way

City: Newark

State: Delaware

Country: USA Zip: 19711

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/238,427 and 11/230,195

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Daniel H. GOLUB

Internal Address: _____

Street Address: 1701 Market Street

City: Philadelphia

State: Pennsylvania Zip: 19103

Phone Number: 215-963-5055

Fax Number: 215-963-5001

Email Address: dgolub@morganlewis.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0310

Authorized User Name Daniel H. GOLUB

9. Signature:

Signature

September 27, 2006

Date

10/02/2005 DBYRNE 00000200 500310 10238427

01 FC:802 80.00 BA

Daniel H. GOLUB

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement") is made and effective as of September 15, 2006, by Premise Corporation, a Delaware corporation (including any successors or permitted assignees thereof, "Grantor"), in favor of Inflection Point Ventures II, L.P. ("Secured Party"). Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Note, as defined below.

RECITALS

WHEREAS, pursuant to the Secured Convertible Promissory Note (as amended, supplemented or otherwise modified from time to time, the "Note"), dated as of the date hereof, by and among Grantor and Secured Party, Secured Party has agreed, subject to the terms and conditions set forth therein, to provide Grantor with the principal amount of \$1,000,000 (the "Bridge Loan"); and

WHEREAS, as security for all of the Obligations under the Note, and as a condition to entering into the Note, Secured Party has required that Grantor grant to Secured Party a continuing security interest in the Collateral, including but not limited to the Intellectual Property Collateral (as defined below) and in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the willingness of Secured Party to enter into the Note and to agree, subject to the terms and conditions set forth therein, to make the Bridge Loan to Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful performance of all and each of the Obligations, Grantor hereby grants to Secured Party, a continuing security interest in all of the right, title and interest of Grantor in and to the following, whether now owned or hereafter acquired, collectively, the "Intellectual Property Collateral":

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the

extent permitted under the terms thereof) set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Registered Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); and

(e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Agreement is submitted) to file and record this Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Secured Party in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during continuation of an Event of Default which is not cured by Grantor within any applicable cure or notice period as provided in the Note, Grantor shall execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to Secured Party.

4. Power of Attorney. Grantor hereby irrevocably grants Secured Party a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Secured Party's discretion, during any period in which an Event of Default shall have occurred and is continuing, to take any action and to execute any instrument which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement. This authority includes, without limitation, during any period in which an Event of Default shall have occurred and is continuing, the following:

(a) To modify or amend (in sole discretion of the Secured Party and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in sole discretion of Grantor and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Secured Party's interest or Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of Secured Party in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) or the conversion of the Note in accordance with its terms and (b) the termination of the Note. Upon any such termination, Secured Party (at Grantor's request) will promptly execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request to evidence such termination.

6. Miscellaneous.

(a) This Agreement has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under the Note. The rights and remedies of Grantor and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Note, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Note, the provisions of the Note shall govern.


(b) This Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTOR:

**PREMISE CORPORATION,
a Delaware corporation**

By: 
Name: Eric Rosow
Title: Chief Executive Officer

SECURED PARTY:

INFLECTION POINT VENTURES II, L.P.

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1-PH/2491744.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

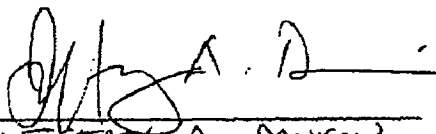
GRANTOR:

**PREMISE CORPORATION,
a Delaware corporation**

By: _____
Name: _____
Title: _____

SECURED PARTY:

INFLECTION POINT VENTURES II, L.P.


By:  _____
Name: JEFFREY A. DAVISON
Title: GENERAL PARTNER

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ACKNOWLEDGMENT

STATE OF CONNECTICUT :
: SS
COUNTY OF HARTFORD :

Before me, the undersigned, a Notary Public, on this 15th day of September, 2006, personally appeared Eric Rosow to me known personally, who, being by me duly sworn, did say that he/she is the Chief Executive Officer of Premise Corporation, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Premise Corporation, as Grantor, by authority of its board of directors, and the said Eric Rosow, in his capacity as Chief Executive Officer, acknowledged said instrument to be his/her free act and deed.



Notary Public
My Commission Expires: 5/31/09

1-PH/2491744.1

SCHEDULE A

COPYRIGHTS

Copyrights to the software and source code for the following products:

Bed Management Dashboard™

BedXpress Dashboard™

Transport Dashboard™

SCHEDULE B

PATENTS

Registered Patents

None.

Pending Patent Applications

U. S. Patent Application Serial No.: 10/238,427

For: SYSTEM AND METHOD FOR MANAGING PATIENT BED
ASSIGNMENTS AND BED OCCUPANCY IN A HEALTH CARE
FACILITY

Filed: September 9, 2002

U. S. Patent Application Serial No.: 11/230,195

For: SYSTEM AND METHOD FOR SELECTING A BEST-SUITED
INDIVIDUAL FOR PERFORMING A TASK FROM A PLURALITY
OF INDIVIDUALS

Filed: September 19, 2005

SCHEDULE C

REGISTERED TRADEMARKS

None.

I-PH/2491744.2

SCHEDULE D

DOMAIN NAMES

premiseusa.com

1-PH/2491744.2