

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PATIENTKEEPER, INC.	12/03/2012
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7099896
Patent Number:	7110955
Patent Number:	8027848
Application Number:	11493296
Application Number:	13216279
Application Number:	13398650
CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 PATIENTKEEPER

CH \$240.00 7099896

NAME OF SUBMITTER:

JOHN D. FREDERICKS, ESQ.

**Total Attachments: 8**

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page1.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page2.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page3.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page4.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page5.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page6.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page7.tif

source=PatientKeeper\_IP Sec Agt\_12 03 12\_1#page8.tif



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of December 3, 2012 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and PATIENTKEEPER, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is PATIENTKEEPER, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and PATIENTKEEPER, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 3, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

---

### I. GRANT OF SECURITY INTEREST

---

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding anything to the contrary herein, the term "Intellectual Property Collateral" shall not include any "intent-to-use" trademark at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would adversely affect Your rights to such trademarks under to applicable law.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

---

## **2. LOAN AGREEMENT**

---

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

---

## **3. OUR RIGHT TO SUE**

---

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

---

## **4. FURTHER ASSURANCES**

---

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

---

## **5. MODIFICATION**

---

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

---

## **6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

---

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Us, of any or all other rights, powers or remedies.

---

## **7. GOVERNING LAW; COUNTERPARTS**

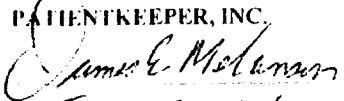
---

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 Page to Follow)*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: PATIENTKEEPER, INC.  
Signature:   
Print Name: James E. Melanson  
Title: CFO

Us: TRIPLEPOINT CAPITAL LLC  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: PATIENTKEEPER, INC.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Us: TRIPLEPOINT CAPITAL LLC

Signature:  \_\_\_\_\_

Print Name: Sajal Srivastava

Title: COO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

## **SCHEDULE A**

### **To Plain English Intellectual Property Security Agreement Between PatientKeeper, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)**

#### **PATENTS AND PATENT APPLICATIONS**

##### **PATENTS**

Patent Name	Status and Date Issued	Patent Number
Synchronizing Data Between Disparate Schemas Using Composite Version	Issued 8/29/2006	7,099,896
Device for Automating Billing Reimbursement	Issued 9/19/2006	7,110,955
Context Managing Mobile Computing Framework for Enterprise Application	Issued 9/27/2011	8,027,848

##### **PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
Device for Automating Billing Reimbursement	Filed 7/26/2006, Abandoned 5/23/2011	11/493,296
Context Managing Mobile Computing Framework for Enterprise Application	Filed 8/24/2011, Abandoned 6/9/2012	13/216,279
Order History Analyzing Systems and Methods	Filed 2/16/2012, Pending	13/398,650



## **SCHEDULE B**

### **To Plain English Intellectual Property Security Agreement Between PatientKeeper, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)**

#### **TRADEMARKS AND TRADEMARK APPLICATIONS**

##### **TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
PatientKeeper	Registered 5/7/2002	76164027	Registered – This mark was renewed on 2/22/2012. Will need to file a Declaration of Use and Application for Renewal between 5/7/2021 and 5/7/2022 (extendable to 11/7/2022).
QuickCharge	Registered 1/10/2006	76595115	Registered – PatientKeeper has indicated that it does not wish to keep the QuickCharge registration in effect. The registration will lapse on July 10, 2012.
PK	Registered 7/19/2011	85028350	Registered – Will need to file a Declaration of Use between July 19, 2016 and July 19, 2017 (extendable to January 19, 2018).

##### **TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
------	------------	---------------	--------

**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between PatientKeeper, Inc., as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
---------------------	-------	-------------------	---------

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
-------	------------	---------