

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
Phreesia, Inc.	09/05/2013
RECEIVING PARTY DATA	
Name:	Escalate Capital Partners SBIC I, L.P.
Street Address:	300 West Sixth Street, Suite 2300
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12860979
CORRESPONDENCE DATA	
Fax Number:	2147581550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-758-1500
Email:	shernandez@pattonboggs.com
Correspondent Name:	Nam H. Huynh
Address Line 1:	2000 McKinney Avenue, Suite 1700
Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	023854.0153
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	09/09/2013
Total Attachments: 6	

OP \$40.00 12860979

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2013 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**"), **PHREESIA, INC.**, a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower 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, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, 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 page follows.]

BORROWER:

PHREESIA, INC.,
a Delaware corporation

By: 

Name: Thomas Allen

Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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PATENT
REEL: 031189 FRAME: 0568


Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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PATENT
REEL: 031189 FRAME: 0569

SCHEDULE A
Copyrights

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

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and system for determining a patient's responsibility to a provider	2012043620	December 2, 2011

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHREESIA	3491250	August 26, 2008
PHREESIA	3491251	August 26, 2008

SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 09/09/2013

PATENT
REEL: 031189 FRAME: 0572