

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3356304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SYMPHONY PERFORMANCE HEALTH HOLDINGS, INC.	05/07/2015
SYMPHONY PERFORMANCE HEALTH, INC.	05/07/2015
VOYANCE, LLC	05/07/2015
CLINICAL ANALYTICS CORP.	05/07/2015
RECEIVING PARTY DATA	
Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8694300
Patent Number:	8224665
Patent Number:	8538773
Patent Number:	8930225
Application Number:	12611785
Application Number:	13098323
Application Number:	13462671
CORRESPONDENCE DATA	
Fax Number:	(415)777-4961
<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>	
Phone:	415 981 1400
Email:	gkiviat@grmslaw.com
Correspondent Name:	JEFFREY T. KLUGMAN
Address Line 1:	FOUR EMBARCADERO CENTER, SUITE 4000
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	48046/3078 P

NAME OF SUBMITTER:	JEFFREY T. KLUGMAN
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	05/15/2015
Total Attachments: 11 source=Symphony entities - 7-3078#page1.tif source=Symphony entities - 7-3078#page2.tif source=Symphony entities - 7-3078#page3.tif source=Symphony entities - 7-3078#page4.tif source=Symphony entities - 7-3078#page5.tif source=Symphony entities - 7-3078#page6.tif source=Symphony entities - 7-3078#page7.tif source=Symphony entities - 7-3078#page8.tif source=Symphony entities - 7-3078#page9.tif source=Symphony entities - 7-3078#page10.tif source=Symphony entities - 7-3078#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 7, 2015, by and among SYMPHONY PERFORMANCE HEALTH HOLDINGS, INC., SYMPHONY PERFORMANCE HEALTH, INC., VOYANCE, LLC and CLINICAL ANALYTICS CORP. (each a "Grantor" and together "Grantors"), and VENTURE LENDING & LEASING VII, INC. ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith among Grantors, as co-borrowers, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Secured Party a security interest in substantially all of such Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantors have executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and are executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future Obligations, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by such Grantor or in which such Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications 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; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications 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, and reissues, extensions or renewals thereof, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include: (i) contractual rights to the extent and for so long as the grant of a security interest therein pursuant hereto would violate the terms of the agreement under which such contractual rights arise or exist, or would give any other party the right to terminate its obligations under such agreement, to the extent such prohibition or right of termination is enforceable under applicable law; (ii) rights under governmental licenses, authorizations or any other asset of any Borrower, to the extent and for so long as the grant of a security interest therein is prohibited by law; (iii) any intent-to-use trademark or service mark application prior to the filing of a statement of use or amendment to allege use, or any other intellectual property, to the extent that applicable law or regulation prohibits the creation of a security interest or would otherwise result in the loss of rights from the creation of such security interest or from the assignment of such rights upon the occurrence and continuance of a Default; and (iv) any collateral as to which Lender has determined in its sole discretion that the collateral value is insufficient to justify the difficulty, time and/or expense of obtaining a perfected security interest therein. Notwithstanding the foregoing, any and all proceeds of the foregoing, to the extent that the proceeds are not themselves excluded from the Collateral, shall be Collateral.

2. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Such Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, such Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no written claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantors shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantors, in form reasonably acceptable to Secured Party, listing (i) any new applications or registrations that either Grantor has made or filed in respect of any patents, copyrights or trademarks and (ii) any material change in the composition of the Collateral;

(e) Unless such Grantor deems it to be in the best interest of such Grantor's business, each Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public;

(f) Each Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product or service (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that such Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Each Grantor shall give Secured Party notice of all such applications or registrations as provided in Section 2(d) above; and

(g) Each Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Each Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as is reasonably necessary, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks within the United States and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, (i) to modify, in its sole discretion, this Agreement upon notice to Grantor but without first obtaining such Grantor's approval of or signature to such modification by solely amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by a Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which such Grantor no longer has or claims any right, title or interest and (ii) subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this Agreement.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts (including electronically in "PDF" format), each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

SYMPHONY PERFORMANCE HEALTH
HOLDINGS, INC.

By: 
Name: John T. Treadwell
Its: President

GRANTOR:

Address of Grantor:

11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

SYMPHONY PERFORMANCE HEALTH, INC.

By: _____
Name: Alberto Vega
Its: President

GRANTOR:

Address of Grantor:

11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

VOYANCE, LLC

By: _____
Name: Alberto Vega
Its: President

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

SYMPHONY PERFORMANCE HEALTH
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11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

By: _____
Name: John T. Treadwell
Its: President

GRANTOR:

Address of Grantor:

SYMPHONY PERFORMANCE HEALTH, INC.

11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

By: _____
Name: Alberto Vega
Its: President

GRANTOR:

Address of Grantor:

VOYANCE, LLC

11545 Willis Road, Suite 100
Alpharetta, GA 30009
Attn: President

By: _____
Name: Alberto Vega
Its: President

[Signature page to Intellectual Property Security Agreement]

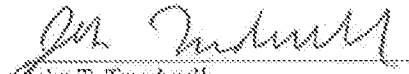
GRANTOR:

Address of Grantor:

11545 Wilks Road, Suite 100
Alpharetta, GA 30009
Attn: Chief Executive Officer

CLINICAL ANALYTICS CORP

By:

Name: 
John T. Treadwell

Its: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer


Name: Maurice Werdegarr
Its: President and CEO

48046/3078
JTK/470470.2

PATENT
REEL: 035652 FRAME: 0329

EXHIBIT A

Copyrights

None.

48046/3078
JTK/470470,4

EXHIBIT B

Patents

Title	Country	Owner	Patent No. / Date	App. No. / Filed
INDIVIDUALIZED RANKING OF RISK OF HEALTH OUTCOMES	United States	Clinical Analytics Corp.	8694300 20140408	12/476907 20090602
ESTIMATING HEALTHCARE OUTCOMES FOR INDIVIDUALS	United States	Clinical Analytics Corp.	8224665 20120717	12/146727 20080626
HEALTHCARE QUALITY MEASUREMENT	United States	Clinical Analytics Corp.	8538773 20130917	12/788242 20100526
ESTIMATING HEALTHCARE OUTCOMES FOR INDIVIDUALS	United States	Clinical Analytics Corp.	8930225 20150109	13/448055 20120416
USING DATA IMPUTATION TO DETERMINE AND RANK OF RISKS OF HEALTH OUTCOMES	United States	Clinical Analytics Corp.	N/A	12/611785 20091103
HISTORICAL DATA IN HEALTHCARE RISK PREDICTION	United States	Clinical Analytics Corp.	N/A	13/098323 20110426
METHODS FOR HEALTHCARE RISK OPTIMIZATION	United States	Clinical Analytics Corp.	N/A	13/462671 20120502

EXHIBIT C

Trademarks

Trademark	Country	Owner	Reg. No. / Date	App. No. / Filed
INDIGO	United States	Clinical Analytics Corp.	4056882 15-NOV-2011	77892714 14-DEC-2009
GO SCORE CALCULATOR	United States	Clinical Analytics Corp.	4478346 04-FEB-2014	77824116 10-SEP-2009
GO SCORE	United States	Clinical Analytics Corp.	4478347 04-FEB-2014	77824162 10-SEP-2009
EDGESURVEY	United States	CTQ Solutions	4360839 20130702	85/767867 20121031

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