

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4088842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
PRACTICE FUSION, INC.		10/07/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ORIX GROWTH CAPITAL, LLC	
<b>Street Address:</b>	245 PARK AVENUE, 27TH FLOOR	
<b>Internal Address:</b>	ATTN: GENERAL COUNSEL	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10117	
<b>PROPERTY NUMBERS Total: 21</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9208284	
<b>Application Number:</b>	13794418	
<b>Application Number:</b>	14268759	
<b>Application Number:</b>	14311652	
<b>Application Number:</b>	14317668	
<b>Application Number:</b>	14318497	
<b>Application Number:</b>	14318500	
<b>Application Number:</b>	14333357	
<b>Application Number:</b>	14454312	
<b>Application Number:</b>	14454319	
<b>Application Number:</b>	14454328	
<b>Application Number:</b>	14455091	
<b>Application Number:</b>	14493887	
<b>Application Number:</b>	14611954	
<b>Application Number:</b>	14643617	
<b>Application Number:</b>	14552225	
<b>Application Number:</b>	14606731	
<b>Application Number:</b>	14697098	
<b>Application Number:</b>	14789452	

PATENT

Property Type	Number
Application Number:	14924216
Application Number:	14964285

  

**CORRESPONDENCE DATA**

**Fax Number:** (858)638-5130

*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.*

**Phone:** 858-677-1400

**Email:** susan.reynholds@dlapiper.com

**Correspondent Name:** DLA PIPER LLP (US)

**Address Line 1:** 4365 EXECUTIVE DRIVE, SUITE 1100

**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	383144-12
<b>NAME OF SUBMITTER:</b>	TROY ZANDER
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	10/07/2016

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made and entered into as of October 7, 2016, by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and PRACTICE FUSION, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor, dated as of October 7, 2016 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

#### 1. Grant of Security Interest.

a. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including, without limitation, those Copyrights, Patents, and Trademarks listed on Schedules A, B, and C hereto), and including, without limitation, 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.

b. Notwithstanding the foregoing, for purposes of this Agreement and the Loan Agreement, Grantor's Intellectual Property that is subject to the security interest hereunder, and which constitutes "Collateral" under the Loan Agreement, shall not include: (a) "intent-to-use" trademarks at all 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 be contrary to applicable law; or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling any other party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply: (i) *if* such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper; or (ii) to the extent that any such prohibition would be rendered ineffective

pursuant to Section 9-407(a) of Article/Division 9 of the Code; provided further that, immediately upon the ineffectiveness, lapse or termination of any such provision contained in such contract, instrument or chattel paper, Grantor shall be deemed to have granted a security interest in all Grantor's rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect, and all Grantor's all Grantor's rights, title and interests in and to such contract, instrument or chattel paper shall be deemed "Collateral" under the Loan Agreement; provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Lender's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Remedies Cumulative. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

731 Market Street, Suite 400  
San Francisco, CA 94103  
Attn: Chief Financial Officer

PRACTICE FUSION, INC.

By: [Signature]

Name: Tom Langan

Title: Chief Executive Officer

ORIX:

Address of ORIX:

485 Lexington Avenue, 27th Floor  
New York, NY 10117  
Attn: General Counsel, Operations Manager  
and Portfolio Manager

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_

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

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

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

731 Market Street, Suite 400  
San Francisco, CA 94103  
Attn: SVP, Finance and Corporate Controller;  
and General Counsel

PRACTICE FUSION, INC.

By: \_\_\_\_\_

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

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

ORIX:

Address of ORIX:

485 Lexington Avenue, 27th Floor  
New York, NY 10117  
Attn: General Counsel, Operations Manager  
and Portfolio Manager

ORIX GROWTH CAPITAL, LLC

By: \_\_\_\_\_

Name: Mark Campbell

Title: Authorized Representative

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration No.

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Appl. No.</u>	<u>File Date</u>
Medical professional application integration into electronic health record system	9208284	12/8/15
Health care practice management messaging and mining system and method	13794418	3/11/13
Presenting a patient's disparate medical data on a unified timeline	14268759	5/2/14
Dynamic setup configurator for an electronic health records system	14311652	6/23/14
Automated waiting room queue and management service	14317668	6/27/14
Patient application integration into electronic health record system	14318497	6/27/14
Electronic health record system context api	14318500	6/27/14
One click lab service sign up	14333357	7/16/14
Recommending medical applications based on a physician's electronic medical records system	14454312	8/7/14
Recommending medical applications based on a physician-patient encounter	14454319	8/7/14
Recommending medical applications based on a patient's electronic medical records system	14454328	8/7/14
Electronic health records data management systems and methods	14455091	8/8/14
Aggregating a patient's disparate medical data from multiple sources	14493887	9/23/14
Predicting related symptoms	14611954	2/2/15
Systems and methods for population health management	14643617	3/10/15
Offline access to patient records that are stored and managed in the cloud	14552225	11/24/14
Image insertion into an electronic health record	14606731	1/27/15
Flexible encounter tracking systems and methods	14697098	4/27/15
Symptom predictor tool (predicting related symptoms)	14611954	2/2/15
Sanitization of content displayed by web-based applications	14789452	7/1/15
Managing data relationships of customizable forms	14924216	10/27/15
Collaborative charting system with device integration	14964285	12/9/15



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
PRACTICE FUSION	86251403	4/14/14
Design	86234975	3/28/14
CHARTSHARE	85230216	1/31/11
PHENOMENAL SUPPORT	85128549	9/13/10
PATIENT FUSION	77847790	10/13/09
PRACTICE FUSION	77847771	10/13/09
LIVE IN FIVE	77847827	10/13/09