

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4515382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HERCULES TECHNOLOGY III, L.P.	07/19/2017
RECEIVING PARTY DATA	
Name:	INSTAMED COMMUNICATIONS, LLC
Street Address:	1880 JOHN F KENNEDY BOULEVARD
Internal Address:	12TH FLOOR
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11556551
Application Number:	12332958
Application Number:	13559904
Patent Number:	8538875
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
<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:	(412) 454-5000
Email:	finkp@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	500 GRANT STREET
Address Line 2:	SUITE 5000
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507
ATTORNEY DOCKET NUMBER:	129592.14
NAME OF SUBMITTER:	PRUDENCE N. FINK
SIGNATURE:	/Prudence N. Fink/
DATE SIGNED:	07/21/2017
Total Attachments: 6	

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 19th day of July 2017, by HERCULES TECHNOLOGY III, L.P. ("Assignor") in favor of INSTAMED COMMUNICATIONS, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, Assignee and Assignor entered into (i) that certain Loan and Security Agreement, dated as of September 30, 2013, by, among others, Assignee, as borrower, and Assignor (as assignee of Hercules Technology II, L.P.), as lender (as amended, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement") and (ii) that certain Intellectual Property Security Agreement, dated as of September 30, 2013, by and between Assignee, as grantor, and Assignor, as Lender (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement" and with the Loan and Security Agreement, collectively, the "Agreements"), for the purpose of securing certain obligations of Assignee to Assignor upon the terms and conditions set forth in the Agreements;

WHEREAS, pursuant to the Agreements, Assignee granted the Assignor a security interest in all of the Copyrights, Patents, Trademarks and Mask Works (as defined in the Agreements), including, without limitation, the Copyrights, Patents, Trademarks and Mask Works, identified on Exhibits A, B, C, and D, attached hereto (collectively hereinafter the "Intellectual Property"), and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor;

WHEREAS, all of the indebtedness and other obligations secured by the Assignor's security interest in the Intellectual Property have been repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Intellectual Property;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 031315, Frame 0513 on September 30, 2013 with respect to the Patents;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005120, Frame 0689 on September 30, 2013 with respect to the Trademarks; and

WHEREAS, the Assignee has requested that the Assignor enter into this Release in order to effectuate, evidence and record the release and reassignment to the Assignee of any and all right, title and interest the Assignor may have in the Intellectual Property pursuant to the Agreements.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

The Assignor, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Agreements in any right, title and interest of Assignee, and reassigns to the Assignee any and all right, title and interest that it may have in, to and under the Intellectual Property, including without limitation, the Copyrights, Patents, Trademarks and Mask Works, identified on Exhibits A, B, C, and D attached hereto, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

“ASSIGNOR”

HERCULES TECHNOLOGY III, L.P.

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Capital, Inc.,
its Manager

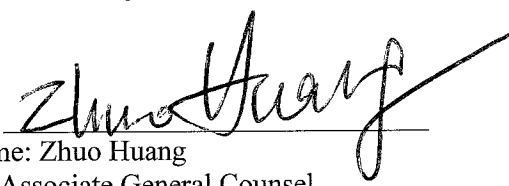
By: 
Name: Zhuo Huang
Its: Associate General Counsel

EXHIBIT A – COPYRIGHTS

NONE

EXHIBIT B – PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED HEALTHCARE AND FINANCIAL CARD	20070100664	05/03/2007
	11556551	11/03/2006
SYSTEM AND METHOD OF ACCELERATED HEALTH CARE CLAIM PAYMENT	20090157435	06/18/2009
	12332958	12/11/2008
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	20120296815	11/22/2012
	13559904	07/27/2012
PROCESS FOR LINKED HEALTHCARE AND FINANCIAL TRANSACTION INITIATION	8538875	09/17/2013

EXHIBIT C – TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED ERA/EFT	86032836	08/08/2013
INSTAMED	4386738	08/20/2013
INSTAFUND	3403493	03/25/2008
INSTAAUTH	3403492	03/25/2008
INTEGRATED ERA/EFT	3321963	10/23/2007

EXHIBIT D – MASK WORKS

NONE

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RECORDED: 07/21/2017

PATENT
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