

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6136995

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MD INSIDER, INC.	05/07/2020
RECEIVING PARTY DATA		
Name:	ESCALATE CAPITAL PARTNERS SBIC III, LP	
Street Address:	6011 WEST COURTYARD DRIVE	
Internal Address:	SUITE 405	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78730	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	10354755	
Patent Number:	9996666	
Patent Number:	9977866	
Application Number:	14482949	
Application Number:	15984207	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	lvincent@mcguirewoods.com	
Correspondent Name:	LIAM VINCENT	
Address Line 1:	1750 TYSONS BLVD	
Address Line 2:	#1800	
Address Line 4:	TYSONS, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	2067509-0029	
NAME OF SUBMITTER:	LIAM VINCENT	
SIGNATURE:	/Liam Vincent/	
DATE SIGNED:	06/04/2020	
Total Attachments: 6		

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 7, 2020 by and between MD INSIDER, INC., a Delaware corporation (“**Borrower**”), and ESCALATE CAPITAL PARTNERS SBIC III, LP, a Delaware limited partnership (“**Lender**”).

RECITALS

A. Lender made certain advances of money and extended certain financial accommodations under that certain Loan and Security Agreement, dated as of January 30, 2017, by and between Accolade, Inc. (“**Accolade**”) and Lender (as amended, restated, supplemented, replaced or otherwise modified from time to time (the “**Loan Agreement**”; Capitalized terms used herein are used as defined in the Loan Agreement); and

B. Accolade, Borrower and Lender entered into that certain Borrower Joinder Agreement, dated as of July 31, 2019, pursuant to which Borrower joined the Loan Agreement as a Borrower and granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

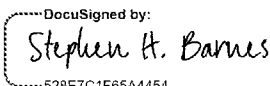
To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those 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 pages follows.]

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.

BORROWER:

MD INSIDER, INC.,
a Delaware corporation

By: 
Name: Stephen Barnes
Title: President, Secretary and Treasurer

Address of Borrower:

660 W. Germantown Pike, Suite #500
Plymouth Meeting, PA 19462

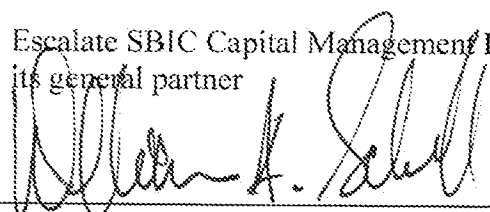
Address of Lender:

6011 Courtyard Drive, Suite 405
Austin, Texas 78730

LENDER:

ESCALATE CAPITAL PARTNERS SBIC III, LP,
a Delaware limited partnership

By: Escalate SBIC Capital Management III, LLC,
its general partner

By: 

Name: William A. Schell

Title: Manager

SCHEDULE A
Copyrights

None

SCHEDULE B
Patents

Description	Registration/Application Number	Registration/Application Date
Systems and Methods for Evaluating Experience of a Health Care Provider	10354755	7/16/2019
Physician Scheduling Systems for Matching Medical Providers and Patients	9996666	6/12/2018
Search Engine Systems for Matching Medical Providers and Patients	9977866	5/22/2018
Systems and Methods for Evaluating Performance of a Health Care Provider	14/482,949	9/10/2014
Search Engine Systems for Matching Medical Providers and Patient	15/984,207	5/18/2018

SCHEDULE C
Trademarks

Description	Registration/Application Number	Registration/Application Date
MEDWORDS	87801081	2/16/2018
MDINSIDER	5323644	10/31/2017
MDINSIDER (Stylized Design)	4888963	1/19/2016
POWDERED BY MD INSIDER	2888962	1/15/2016
MDINSIDER	5195815	5/2/2017