

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401613

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900378411

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AVIZIA, INC.		08/04/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3564221	ANGIOCAPTURE
Registration Number:	3688867	COMMUNITIES FOR A CURE
Registration Number:	3872395	ONEPASS
Registration Number:	3878957	ONEPLACE
Registration Number:	3202561	CONNECTING MEDICINE AND TECHNOLOGY TO BE
Registration Number:	3980128	EMERGE.MD
Registration Number:	3993405	COMMUNITIES FOR CARE
Registration Number:	4001893	HEALTHCARE ACCELERATORS
Registration Number:	4001899	CONSULT ACCELERATOR
Registration Number:	4662875	ENABLE ENTERPRISE TELEHEALTH
Registration Number:	4662877	E
Serial Number:	87060326	ANY PATIENT - ANY PROVIDER - ANY PLACE
Serial Number:	86801421	PATIENT CARE - CONNECTED
Serial Number:	86801418	MYCARE BY AVIZIA
Serial Number:	86801407	AVIZIA ONE

CORRESPONDENCE DATA

Fax Number: 4088524475

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4088417195
Email: dsanchezbentz@vlpawgroup.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: VLP Law Group LLP
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-AVIZIA
NAME OF SUBMITTER:	Diana Sanchez Bentz
SIGNATURE:	/dsb1068/
DATE SIGNED:	10/11/2016

Total Attachments: 11

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

September 21, 2016

PTAS

DIANA SANCHEZ BENTZ
VLP LAW GROUP LLP
GILROY, CA 95020



900378411

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The Assignment document must be signed by Avizia, inc. And on the coversheet take off Formerly Avizia, LLC.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, October 21, 2016**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900378411

Access Code: JH310KUMUMIVC9C

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARGARET LASALLE
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398830

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVIZIA, INC.	FORMERLY AVIZIA LLC	08/04/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
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Registration Number:	3688867	COMMUNITIES FOR A CURE	
Registration Number:	3872395	ONEPASS	
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Registration Number:	3980128	EMERGE.MD	
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Registration Number:	4001893	HEALTHCARE ACCELERATORS	
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Registration Number:	4662875	ENABLE ENTERPRISE TELEHEALTH	
Registration Number:	4662877	E	
Serial Number:	87060326	ANY PATIENT - ANY PROVIDER - ANY PLACE	
Serial Number:	86801421	PATIENT CARE - CONNECTED	
Serial Number:	86801418	MYCARE BY AVIZIA	
Serial Number:	86801407	AVIZIA ONE	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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>			

OP \$390.00 3564221

TRADEMARK

REEL: 005897 FRAME: 0555

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and AVIZIA, INC. (“Grantor”).

RECITALS

A. Bank 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 Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-

in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

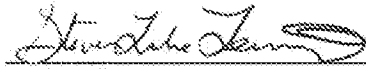
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

[Signature page 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.

GRANTOR:

AVIZIA, INC.



By: Steven Luke Leininger _____

Title: COO

BANK:

SILICON VALLEY BANK



By: ANTHONY RALEY _____

Title: VP _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AVIZIA	4734605 86382182	05/12/2015 09/01/2014
AVIZIA	4734604 86382177	05/12/2015 09/01/2014
QUICKBOOT	4716353 86382186	04/07/2015 09/01/2014
AVIZIAMD (<i>dead mark as of 12/21/2015</i>)	86382183	09/01/2014
ANGIOCAPTURE	3564221 77495151	01/20/2009 06/10/2008
COMMUNITIES FOR A CURE	3688867 77686711	09/29/2009 03/09/2009
ONEPASS	3872395 77892933	11/09/2010 12/14/2009
ONEPLACE	3878957 77920623	11/23/2010 01/26/2010
CONNECTING MEDICINE AND TECHNOLOGY TO BENEFIT OUR COMMUNITIES	3202561 78165598	01/23/2007 09/18/2002
EMERGE.MD	3980128 78714278	06/21/2011 09/16/2005
COMMUNITIES FOR CARE	3993405 85189398	07/12/2011 12/02/2010
HEALTHCARE ACCELERATORS	4001893 85189406	07/26/2011 12/02/2010

CONSULT ACCELERATOR	4001899	07/26/2011
	85189458	12/02/2010
ENABLE ENTERPRISE TELEHEALTH	4662875	12/30/2014
	86273331	05/06/2014
E	4662877	12/30/2014
	86273360	05/06/2014
ANY PATIENT - ANY PROVIDER - ANY PLACE	87060326	06/04/2016
PATIENT CARE - CONNECTED	86801421	10/27/2015
MYCARE BY AVIZIA	86801418	10/27/2015
AVIZIA ONE	86801407	03/29/2016

IPSA recorded 10/20/2015; Assigned by Emerge.MD; new Avizia properties

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE