

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TELETRACKING TECHNOLOGIES, INC.		04/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIAN E SCHULIGER		
Street Address:	425 TYBURN DRIVE		
City:	WEXFORD		
State/Country:	PENNSYLVANIA		
Postal Code:	15090		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	STEPHEN P NASH		
Street Address:	440 GREGORY LANE		
City:	BOULDER		
State/Country:	COLORADO		
Postal Code:	80302		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	FRANK J GORI		
Street Address:	1905 FOXVIEW CIRCLE NW		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20007		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	LORETTA M SHAHADE		
Street Address:	653 WOODCREST DRIVE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	88220818	ASSESS	
TRADEMARK			

Property Type	Number	Word Mark
Serial Number:	88210547	ACCESS MANAGEMENT
Serial Number:	88132929	ACHIEVE
Serial Number:	88327929	ASCEND
Serial Number:	87567343	CAPACITY MANAGEMENT SUITE
Serial Number:	88163839	CAPACITYIQ
Serial Number:	88163852	COMMUNITYIQ
Serial Number:	88289693	KNOWLEDGE BRIDGE
Serial Number:	87735578	M.60101
Serial Number:	87337156	PATIENT READY
Serial Number:	87337945	PATIENT READY
Serial Number:	86851943	SERVICETRACKING
Serial Number:	88142523	SYNAPSEIQ
Registration Number:	4366135	ASSETTRACKING
Registration Number:	3826487	BED MANAGEMENT SUITE
Registration Number:	5388611	CLINICAL WORKFLOW
Registration Number:	5286774	COMMUNITY ACCESS
Registration Number:	5142529	IQ
Registration Number:	5129248	ORCHESTRATE
Registration Number:	4852868	PATIENTTRACKING PORTAL
Registration Number:	5274263	PATIENT FLOW DASHBOARD
Registration Number:	5234076	PATIENT FLOW QUARTERLY
Registration Number:	4577868	PATIENTFLOW TRACKING
Registration Number:	3700390	PREADMITTRACKING
Registration Number:	5146914	ROOMVUE
Registration Number:	4706756	SERVICETRACKING
Registration Number:	5209600	SUITEVUE
Registration Number:	5292433	T
Registration Number:	5286993	TELETRACKING
Registration Number:	3841921	TELETRACKING
Registration Number:	3841922	TELETRACKING
Registration Number:	5214632	TELETRACKING IQ
Registration Number:	4556122	TELETRACKING TRANSFERCENTER
Registration Number:	1860092	BED TRACKING
Registration Number:	3151663	CARE TRAFFIC CONTROL
Registration Number:	3209677	ELECTRONIC BEDBOARD
Registration Number:	3027567	FAMILYVUE

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006617 FRAME: 0498**

Fax Number: 4122091845

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: 412-297-4900

Email: iptrademark@cohenlaw.com

Correspondent Name: COHEN & GRIGSBY, P.C.

Address Line 1: 625 LIBERTY AVENUE

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	9998.0295
--------------------------------	-----------

NAME OF SUBMITTER:	Michael E. Dukes
---------------------------	------------------

SIGNATURE:	/michael e. dukes/
-------------------	--------------------

DATE SIGNED:	04/12/2019
---------------------	------------

Total Attachments: 9

source=USTrademarkSecurityAgreement#page1.tif

source=USTrademarkSecurityAgreement#page2.tif

source=USTrademarkSecurityAgreement#page3.tif

source=USTrademarkSecurityAgreement#page4.tif

source=USTrademarkSecurityAgreement#page5.tif

source=USTrademarkSecurityAgreement#page6.tif

source=USTrademarkSecurityAgreement#page7.tif

source=USTrademarkSecurityAgreement#page8.tif

source=USTrademarkSecurityAgreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of April 10, 2019, by TeleTracking Technologies, Inc., a Delaware corporation with a principle business address of The Times Building, 336 Fourth Avenue, Pittsburgh, Pennsylvania 15222 ("Grantor"), in favor of Brian E. Schuliger, an individual residing at 425 Tyburn Drive, Wexford, Pennsylvania 15090 ("Schuliger"), Stephen P. Nash, an individual residing at 440 Gregory Lane, Boulder, Colorado 80302 ("Nash"), Frank J. Gori, an individual residing at 1905 Foxview Circle NW, Washington, DC 20007 ("Gori") and Loretta M. Shahade, an individual residing at 653 Woodcrest Drive, Pittsburgh, Pennsylvania 15205 ("Shahade" and together with Schuliger, Nash and Gori, the "Lenders" and each a "Lender");

WHEREAS, Grantor and each Lender have entered into a Secured Promissory Note (each Secured Promissory Note together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is collectively referred to as the "Notes") dated as of the date hereof;

WHEREAS, Grantor has entered into a Redemption Agreement and a Settlement Agreement (the Redemption and Settlement Agreements together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the "Agreements"), dated as of the date hereof pursuant to which certain obligations owed to Lender are secured;

WHEREAS, pursuant to the terms of the Notes and Agreements, Grantor has granted to Lenders a security interest in substantially all the assets of Grantor, including certain intellectual property of the Grantors, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lenders a security interest in all of Grantor's right, title and interest in, to and under the following wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) the websites and internet domain name registrations set forth in **Schedule 1** hereto, and all renewals thereof;

(e) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

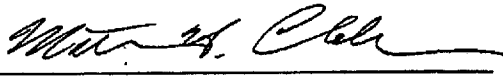
(g) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Nothing herein shall be construed as an assignment of any Patent, Trademark or Copyright application of Grantor to Lenders. 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 IP Security Agreement upon request by the Lenders. This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Notes and the Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This IP Security Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. Capitalized terms used in this IP Security Agreement as defined terms which are not defined herein but which are defined in the Notes or the Agreements shall have the meanings which are given to them in the Notes or the Agreements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed by its duly authorized officer thereunder as of the date first written above.

TeleTracking Technologies, Inc.

By: 

Name: Matthew H. Clark

Title: As authorized Agent for Lenders, as authorized agents for TeleTracking Technologies, Inc.

[Additional Signature Page to Intellectual Property Security Agreement]

Acknowledged:



Brian E. Schuliger

Frank J. Gori


Stephen P. Nash

Loretta M. Shahade

[Additional Signature Page to Intellectual Property Security Agreement]

Acknowledged:

Brian E. Schuliger



Frank J. Gora

Stephen P. Nash

Loretta M. Shahade

[Additional Signature Page to Intellectual Property Security Agreement]

Acknowledged:

Brian E. Schuliger

Frank J. Gori

Stephen P. Nash

Loretta M. Shahade

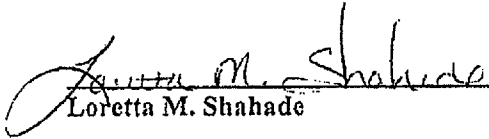
[Additional Signature Page to Intellectual Property Security Agreement]

Acknowledged:

Brian E. Schuliger

Frank J. Gori

Stephen P. Nash



Loretta M. Shahade

SCHEDULE 1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND DOMAIN

Pending United States Trademark Applications

<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>
ACCESS	88/220,818	12/7/2018
ACCESS MANAGEMENT	88/210,547	11/29/2018
ACHIEVE	88/132,929	9/26/2018
ASCEND	88/327,929	3/6/2019
CAPACITY MANAGEMENT SUITE	87/567,343	8/14/2017
CAPACITYIQ	88/163,839	10/22/2018
COMMUNITYIQ	88/163,852	10/22/2018
KNOWLEDGE BRIDGE	88/289,693	2/5/2019
M.60101 & DESIGN	87/735,578	12/27/2017
PATIENT READY	87/337,156	2/15/2017
PATIENT READY	87/337,945	2/16/2017
SERVICETRACKING	86/851,943	12/17/2015
SYNAPSEIQ	88/142,523	10/4/2018

United States Trademark Registrations

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ASSETTRACKING	4366135	7/9/2013
BED MANAGEMENT SUITE	3826487	7/27/2010
CLINICAL WORKFLOW	5388611	1/23/2018
COMMUNITY ACCESS	5286774	9/12/2017
IQ	5142529	2/14/2017
ORCHESTRATE	5129248	1/24/2017
PATEITNTRACKING PORTAL	4852868	11/10/2015
PATIENT FLOW DASHBOARD	5274263	8/29/2017
PATIENT FLOW QUARTERLY	5234076	6/27/2017
PATIENTFLOW TRACKING	4577868	7/29/2014
PREADMITTRACKING	3700390	10/20/2009
ROOMVUE	5146914	2/21/2017
SERVICETRACKING	4706756	3/24/2015

SUITEVUE	5209600	5/23/2017
T & DESIGN	5292433	9/19/2017
TELETRACKING	5286993	9/12/2017
TELETRACKING	3841921	8/31/2010
TELETRACKING & Design	3841922	8/31/2010
TELETRACKING IQ	5214632	5/30/2017
TELETRACKING TRANSFERCENTER	4556122	6/24/2014
BED TRACKING	1860092	10/25/1994
CARE TRAFFIC CONTROL	3151663	10/3/2006
ELECTRONIC BEDBOARD	3209677	2/13/2007
FAMILYVUE	3027567	12/13/2005