

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORVENTIS, INC.		11/12/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77186305	CARDIOVOL	
Serial Number:	77155390	CORVENTIS	
Serial Number:	77201621		
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1 (CORVENTIS TM)		
NAME OF SUBMITTER:	John D. Fredericks, Esq.		

CH \$90.00 77186305

Signature:

/John D. Fredericks, Esq./

Date:

12/09/2008

Total Attachments: 17

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of November 12, 2008 by and between TriplePoint Capital LLC, a Delaware limited liability company and Corventis, Inc., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is Corventis, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Corventis, Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of November 12, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Notwithstanding anything in this Agreement, the Loan Agreement or the other Loan Documents (as defined in the Loan Agreement) to the contrary, We agree not to foreclose on or exercise remedies against any of the Intellectual Property until the earliest to occur of the following: (i) You shall no longer have a duly constituted and acting board of directors or an executive management team working on a full time basis, after the occurrence of an Event of Default; (ii) the date that is 180 days after the occurrence of an Event of Default; (iii) the date on which any Person (other than Us or Our affiliates) attempts to foreclose on or exercise remedies against any Collateral or otherwise

asserts a claim against any Collateral; or (iv) the date on which any of the events described in Section 14, Paragraph 4 of the Loan Agreement (i.e., "Bankruptcy; Attachment; Other") are initiated (the "Holding Period"). During the Holding Period, You may seek a purchaser of the Intellectual Property; provided, that (a) such sale must be approved by Us, in Our good faith discretion, and (b) any proceeds from such sale shall be applied first to any outstanding Secured Obligations. Upon the occurrence or non-occurrence, as applicable, of any of the events under clauses (i) through (iv) of the first sentence of this paragraph, the Holding Period shall immediately and automatically terminate, and We shall thereupon have the option to commence, continue or complete the exercise of Our rights and remedies against Intellectual Property in accordance with the Loan Documents and applicable law.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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.

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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 Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: CORVENTIS, INC.
Signature: 
Print Name: Lise A. Barrett
Title: VP Finance

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Corventis, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
See attached		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
See attached		

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Corventis, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
See attached			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
See attached			

**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Corventis, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		

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PATENT PROPERTY STATUS REPORT

PREPARED FOR

Corventis, Inc.
2226 N. First Street
San Jose, California 95131

PREPARED BY

TOWNSEND AND TOWNSEND AND CREW LLP

San Francisco Office TWO EMBARCADERO CENTER EIGHTH FLOOR SAN FRANCISCO, CA 94111 (415) 576-0200 voice (415) 576-0300 facsimile	Palo Alto Office 379 LYTTON AVENUE PALO ALTO, CA 94301-1431 (650) 326-2400 voice (650) 326-2422 facsimile	Seattle Office 1420 FIFTH AVENUE SUITE 4400 SEATTLE, WA 98101-2325 (206) 467-9600 voice (206) 623-6793 facsimile
Denver Office 1200 SEVENTEENTH STREET SUITE 2700 DENVER, CO 80202 (303) 571-4000 voice (303) 571-4321 facsimile	Walnut Creek Office 2175 N. CALIFORNIA BLVD. SUITE 600 WALNUT CREEK, CA 94596 (925) 472-5000 voice (925) 472-8895 facsimile	San Diego Office 12730 HIGH BLUFF DRIVE SUITE 400 SAN DIEGO, CA 92130 (858) 350-6100 voice (858) 350-6111 facsimile
Tokyo Office THE IMPERIAL HOTEL TOWER 15 th Floor 1-1-1 UCHISAIWAICHO CHIYODA-KU, 100-0011 TOKYO, JAPAN +81.3.3507.5609 voice +81.3.3507.5950 facsimile	Washington D.C. Office 1301 K Street, N.W. Ninth Floor, East Tower Washington, D.C. 20005 +(202) 481-9900 voice +(202) 481-3972 facsimile	

October 1, 2008

Please contact us for explanations or limitation of this report.

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PATENT PROPERTY STATUS REPORT

IPC Ref Country ATTY(S) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-0001 0PC	D07-02 PCT	Multi-Sensor Patient Monitor to Detect Impending Cardiac Decompensation	Libbus, Imad Bly, Mark J. James, Kristofer J. Mazar, Scott T. Wang, Jerry S.	PCT/US2008/7 6243 09/12/2008		Pending
026843-0001 0US	D07-02	Multi-Sensor Patient Monitor to Detect Impending Cardiac Decompensation	Libbus, Imad Bly, Mark J. James, Kristofer J. Mazar, Scott T. Wang, Jerry S.	12/209279 09/12/2008		Pending
026843-0002 0US	D07-01/D07-08	Adherent Device with Multiple Physiological Sensors	Manicka, Yatheendhar D. Amurthur, Badri Bly, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott T. Wang, Jerry S.	61/055666 05/23/2008		Pending
026843-0002 0FC	D07-01 / D07-08	Adherent Device with Multiple Physiological Sensors	Manicka, Yatheendhar D. Amurthur, Badri Bly, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott T. Wang, Jerry S.	PCT/US2008/7 6236 09/12/2008		Pending
026843-0002 0US	D07-01/D07-08	Adherent Device with Multiple Physiological Sensors	Manicka, Yatheendhar D. Amurthur, Badri Bly, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott T. Wang, Jerry S.	12/209288 09/12/2008		Pending
026843-0004 0US	D07-013	Injectable Device for Physiological Monitoring	Manicka, Yatheendhar D. Amurthur, Badri Bly, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott Thomas Wang, Jerry S.	12/209430 09/12/2008		Pending

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ITC Ref Country AIYI(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-000510PC	D07-14/D07-13	Injectable Device for Physiological Monitoring	Mazar, Scott Thomas Bly, Mark J. Manicka, Yatheendhar D. Amurthur, Badri James, Kristofer J Libbus, Imad Wang, Jerry S.	PC7/US08/761 46 09/12/2008		Pending
026843-000510US	D07-14	Injectable Physiological Monitoring System	Mazar, Scott Thomas Bly, Mark J.	12/209479 09/12/2008		Pending
026843-000610US	D07-09/D07-24	Adherent Device for Cardiac Rhythm Management	Libbus, Imad Amurthur, Badri	61/047875 04/25/2008		Pending
026843-000620PC	D07-09/D07-24 PCT	Adherent Device for Cardiac Rhythm Management	Libbus, Imad Amurthur, Badri	PCT/US08/762 35 09/12/2008		Pending
026843-000620US	D07-09/D07-24	Adherent Device for Cardiac Rhythm Management	Libbus, Imad Amurthur, Badri	12/209262 09/12/2008		Pending
026843-000710PC	D07-10 PCT	Adherent Device for Respiratory Monitoring and Sleep Disordered Breathing	Amurthur, Badri Bly, Mark J. Libbus, Imad Manicka, Yatheendhar D.	PCT/US08/762 41 09/12/2008		Pending
026843-000710US	D07-10	Adherent Device for Respiratory Monitoring	Amurthur, Badri Bly, Mark J. Libbus, Imad Manicka, Yatheendhar D.	12/209268 09/12/2008		Pending
026843-000810PC	D07-11 PCT	Adherent Athletic Monitor	James, Kristofer J. Amurthur, Badri Bly, Mark J. Libbus, Imad	PCT/US2008/0 76240 09/12/2008		Pending
026843-000810US		Adherent Athletic Monitor	James, Kristofer J. Amurthur, Badri Bly, Mark J. Libbus, Imad	12/209269 09/12/2008		Pending
026843-000910PC	D07-12 PCT	Adherent Emergency Patient Monitor	Libbus, Imad Amurthur, Badri Bly, Mark J. James, Kristofer J. Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	PCT/US2008/0 76233 09/12/2008		Pending

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TIC Ref Country	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-00100US AITV(O) Handling	D07-12	Adherent Emergency Monitor	Libbus, Imad Amurthur, Badri Bly, Mark J. James, Kristofer J. Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	61/046221 04/18/2008		Pending
026843-001310US	D07-17	Method and Apparatus to Measure Bioelectric Impedance of Patient Tissue	Mazar, Scott T.	61/055645 05/23/2008		Pending
026843-001320US	D07-01	Adherent Device with Multiple Physiological Sensors	Bly, Mark J. Amurthur, Badri James, Kristofer J. Libbus, Imad Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	61/046196 04/18/2008		Pending
026843-001410PC	D07-015 PCT	Medical Device Automatic Start-Up Upon Contact to Patient Tissue	Mazar, Scott T. Bly, Mark J.	PCT/US2008/0 76265 09/12/2008		Pending
026843-001410US	D07-015	Medical Device Automatic Start-Up Upon Contact to Patient Tissue	Mazar, Scott T. Bly, Mark J.	12/209276 09/12/2008		Pending
026843-001700US	D07-021	Communication-Ancher Loop for Injectable Device	Bly, Mark J.	61/084567 07/29/2008		Pending
026843-001900PC	D07-023	System and Methods for Wireless Body Fluid Monitoring	Bly, Mark J. Libbus, Imad	PCT/US08/762 88 09/12/2008		Pending
026843-001900US	D07-023	System and Methods for Wireless Body Fluid Monitoring	Bly, Mark J. Libbus, Imad	12/210078 09/12/2008		Pending

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IPC Ref Country	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-002100US	D07-024	Adherent Cardiac Monitor with Advanced Sensing Capabilities	Libbus, Imad Manicka, Yatheendhar D. Fogoros, Rich	61/055662 05/23/2008		Pending
026843-002100PC	D07-024 PCT	Adherent Cardiac Monitor with Advanced Sensing Capabilities	Libbus, Imad Manicka, Yatheendhar D. Fogoros, Rich	PCT/US2008/76217 09/12/2008		Pending
026843-002100US	D07-024	Adherent Cardiac Monitor with Advanced Sensing Capabilities	Libbus, Imad Manicka, Yatheendhar D. Fogoros, Rich	12/209265 09/12/2008		Pending
026843-002100US	D07-025	Heart Failure Decompensation Prediction Based on Cardiac Rhythm	Libbus, Imad Manicka, Yatheendhar D. Amurthur, Badri Mazar, Scott T.	61/035970 03/12/2008		Pending
026843-002200US	D07-026	Chiropractic Care Management Systems and Methods	Libbus, Imad Manicka, Yatheendhar D. Bly, Mark J.	61/055638 05/23/2008		Pending
026843-002400US	D07-028	Adherent Device for Sleep Disordered Breathing	Libbus, Imad Manicka, Yatheendhar D. Bly, Mark J.	61/055656 05/23/2008		Pending
026843-002410US	D07-028	Adherent Device for Sleep-Disordered Breathing	Libbus, Imad Manicka, Yatheendhar D. Bly, Mark J.	12/209292 09/12/2008		Pending
026843-002700US	D08-01	Dynamic Pairing of Patients to Data Collection Gateways	Landrum, Brett A. Fabian, Paul A. Miller, Michael D. Wang, Jerry S.	61/079746 07/10/2008		Pending
026843-002710PC	D08-001 PCT	Dynamic Pairing of Patients to Data Collection Gateways	Landrum, Brett A. Fabian, Paul A. Miller, Michael D. Wang, Jerry S.	PCT/US2008/076247 09/12/2008		Pending
026843-002710US	D08-001	Dynamic Pairing of Patients to Data Collection Gateways	Landrum, Brett A. Fabian, Paul A. Miller, Michael D. Wang, Jerry S.	12/209278 09/12/2008		Pending
026843-003010US	D07-04	Adherent Multi-Sensor Device with Implantable Device Communications Capabilities	Libbus, Imad Manicka, Yatheendhar D. Mazar, Scott Thomas	12/209508 09/12/2008		Pending

October 1, 2008

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IPC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-003110PC	D07-03/D07-04	Data Collection in a Multi-Sensor Patient Monitor	Ely, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott Thomas Wang, Jerry S. Manicka, Yatheendhar D.	PCT/US08/761 50 09/12/2008		Pending
026843-003110US	D07-03	Data Collection in a Multi-Sensor Patient Monitor	Ely, Mark J. James, Kristofer J. Libbus, Imad Mazar, Scott Thomas Wang, Jerry S.	12/209528 09/12/2008		Pending
026843-003210PC	D07-05 PCT	Adherent Multi-Sensor Device with Empathic Monitoring	Amurthur, Badri Ely, Mark J. James, Kristofer J. Libbus, Imad Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	PCT/US2008/0 76248 09/12/2008		Pending
026843-003210US		Adherent Multi-Sensor Device with Empathic Monitoring	Amurthur, Badri Ely, Mark J. James, Kristofer J. Libbus, Imad Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	12/209271 09/12/2008		Pending
026843-003310PC	D07-06/D07-07 PCT	Energy Management, Tracking and Security for Adherent Patient Monitor	James, Kristofer J. Amurthur, Badri Ely, Mark J. Manicka, Yatheendhar D. Mazar, Scott T. Wang, Jerry S.	PCT/US2008/0 76230 09/12/2008		Pending
026843-003310US	D07-06	Energy Management for Adherent Patient Monitor	James, Kristofer J. Ely, Mark J. Mazar, Scott Thomas Wang, Jerry S.	12/209274 09/12/2008		Pending
026843-003410US	D07-07	Tracking and Security for Adherent Patient Monitor	James, Kristofer J. Amurthur, Badri Ely, Mark J. Manicka, Yatheendhar D. Mazar, Scott Thomas Wang, Jerry S.	12/209294 09/12/2008		Pending

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PATENT PROPERTY STATUS REPORT

FTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
026843-003500US	D08-004	Method and Apparatus for Acute Cardiac Monitoring	Libbus, Imad Manicka, Yatheendhar D. Mazar, Scott T.	61/093088 08/29/2008		Pending

October 1, 2008

PhiloMetron IP Summary

Philo Ref #	Knobbe Ref #	Matter Title/ Name (Knobbe)	USPTO Pub. App. #
0001	PHILO.002	Gateway platform for biological monitor and delivery of therapeutic compounds	patent no. 7044911
0030	PHILO.004	Hydration Monitoring	20050070778
0041	PHILO.002C1	Gateway platform for biological monitor and delivery of therapeutic compounds - continuation	20060253005
0042	PHILO.002C2	Gateway platform for biological monitor and delivery of therapeutic compounds - continuation	20070060800
0043	PHILO.004C1	Hydration Monitoring - continuation	20080039700
	PHILO.004C2	Hydration Monitoring - continuation	unpublished utility

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