

**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
NSPIRE HEALTH, INC.		03/05/2010	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	MONTAGE CAPITAL, LLC
Street Address:	19925 Stevens Creek Blvd.
Internal Address:	Suite 100
City:	Cupertino
State/Country:	CALIFORNIA
Postal Code:	95014
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3621144	HDPFT
Registration Number:	1801979	KOKO
Registration Number:	2704572	PIKO
Serial Number:	77458583	PIKOLOGIC
Registration Number:	1857233	POCKETPEAK
Registration Number:	1152237	STEAD-WELLS

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 858-550-6403  
 Email: erin.obrien@cooley.com  
 Correspondent Name: Erin O'Brien  
 Address Line 1: c/o Cooley Godward Kronish, LLP  
 Address Line 2: 4401 Eastgate Mall  
 Address Line 4: San Diego, CALIFORNIA 92121

**TRADEMARK**

**900156717**

**REEL: 004164 FRAME: 0460**

**CH \$165.00 3621144**

ATTORNEY DOCKET NUMBER:	307782-100 NSPIRE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/10/2010
<b>Total Attachments: 6</b> source=nSpire Borrower signed IPSA#page1.tif source=nSpire Borrower signed IPSA#page2.tif source=nSpire Borrower signed IPSA#page3.tif source=nSpire Borrower signed IPSA#page4.tif source=nSpire Borrower signed IPSA#page5.tif source=nSpire Borrower signed IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 5, 2010 by and between Montage Capital, LLC, a California limited liability company ("Lender") and NSPIRE HEALTH, INC., a Colorado corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has 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 Exhibits 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, 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 page follows.]

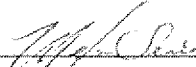
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:

1830 Lefthand Circle  
Longmont, Co 80501  
Attn: Michael Sims, President & CEO

NSPIRE HEALTH, INC.

By:   
Name: MICHAEL S. SIMS  
Title: PRESIDENT & CEO

**LENDER:**

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014-2358  
Attn: Mike Rose

MONTAGE CAPITAL, LLC,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:**

Address of Borrower:

1830 Lefthand Circle  
Longmont, Co 80501  
Attn: Michael Sims, President & CEO

NSPIRE HEALTH, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

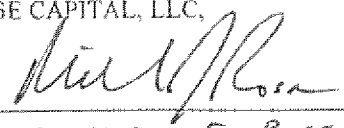
Title: \_\_\_\_\_

**LENDER:**

Address of Lender:

19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014-2358  
Attn: Mike Rose

MONTAGE CAPITAL, LLC,

By:  \_\_\_\_\_

Name: MICHAEL J. ROSE

Title: MANAGING PARTNER



EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue /Application Date</u>
DISPOSABLE BACTERIA FILTER	5,337,739	August 16, 1994
FLOW-CONTROLLED CALIBRATION SYRINGE	5,827,941	October 27, 1998
DISPOSABLE MULTITEST BACTERIA FILTER	5,390,668	February 21, 1995
METHOD AND APPARATUS FOR TRACKING USAGE OF A RESPIRATORY MEASUREMENT DEVICE	6,824,520	November 30, 2004
AEROSOL ENHANCEMENT	6,257,231	July 10, 2001
VENTILATORY INSTRUMENT FOR MEASURING PEAK EXPIRATORY FLOW	5,253,651	October 19, 1993
METHOD AND APPARATUS FOR ANALYZING PULMONARY PERFORMANCE	App. #11431905	Filing Date: May 10, 2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HDpft	3,621,144	5/12/09
KOKO & Design	1,801,979	8/10/93
PIKO	2,704,572	4/8/03
PIKOLOGIC	77458583	4/24/08
POCKETPEAK	1,857,233	10/4/94
PIKO DESIGN (CANADA)	698010	10/9/07
STEAD-WELLS	1152237	4/28/81
No longer being used:		
NITE VIEW	2,350,723	5/16/00
PULMONARY DATA SERVICES	2,859,401	7/6/04
RAPTOR	2,925,341	2/8/05
COLLINS	1,174,998	10/27/81
EAGLE	2,985,187	2/8/05
OWL	2,983,074	8/9/04
HAWK	2,925,339	2/9/05