

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
SKYLIGHT HEALTHCARE SYSTEMS, INC.		03/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78977524	SKYLIGHT ACCESS	
Serial Number:	78977523	SKYLIGHT ACCESS	
Serial Number:	78665911	SKYLIGHT ACCESS	
Serial Number:	78977240	SKYLIGHT	
Serial Number:	78665921	ACCESS	
Serial Number:	78626906	SKYLIGHT	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 EXECUTIVE DR., SUITE 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		

CH \$165.00 78977524

TRADEMARK

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ATTORNEY DOCKET NUMBER:	354271-258
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	03/11/2010
Total Attachments: 7 source=Skylight IPSA#page1.tif source=Skylight IPSA#page2.tif source=Skylight IPSA#page3.tif source=Skylight IPSA#page4.tif source=Skylight IPSA#page5.tif source=Skylight IPSA#page6.tif source=Skylight IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SKYLIGHT HEALTHCARE SYSTEMS, 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 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

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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together constitute one Agreement.

[Balance of Page Intentionally Left Blank]

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:

Address of Grantor:

SKYLIGHT HEALTHCARE SYSTEMS, INC.

12777 High Bluff Drive, Suite 150
San Diego, CA 92130

By: 

Title: CFO

Attn: Jack Fitzpatrick, Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Title: _____

Attn: _____

[Signature Page to Intellectual Property Security Agreement]

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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:

Address of Grantor:

SKYLIGHT HEALTHCARE SYSTEMS, INC.

12777 High Bluff Drive, Suite 150
San Diego, CA 92130

By: _____

Attn: Jack Fitzpatrick, Chief Financial Officer

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title:  _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App.
No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SKYLIGHT ACCESS	78977524	7/7/05
SKYLIGHT ACCESS	78977523	7/7/05
SKYLIGHT ACCESS	78665911	7/7/05
SKYLIGHT	78977240	5/10/05
ACCESS	78665921	7/7/05
SKYLIGHT	78626906	5/10/05

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

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