

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
Novasom, Inc.		12/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Biotechnology Partners, L.P.		
Street Address:	345 California Street		
Internal Address:	Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2998589	MEDITRACK	
Registration Number:	3046537	NOVASOM	
Registration Number:	2976792	QSG	
Registration Number:	2472019	SLEEP SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(919)854-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9198541400		
Email:	rbrinson@myersbigel.com		
Correspondent Name:	F. Michael Sajovec		
Address Line 1:	4140 Parklake Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	9852-1		

CH \$115.00 2998589

900179633

**TRADEMARK
 REEL: 004440 FRAME: 0332**

NAME OF SUBMITTER:	F. Michael Sajovec
Signature:	/F. Michael Sajovec/
Date:	12/23/2010
Total Attachments: 11 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif source=Agreement#page6.tif source=Agreement#page7.tif source=Agreement#page8.tif source=Agreement#page9.tif source=Agreement#page10.tif source=Agreement#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of December 23, 2010, is hereby entered into by and among Novasom, Inc., a Delaware corporation ("Borrower"), the purchasers set forth on Exhibit A to that certain Convertible Secured Promissory Note Purchase Agreement dated as of even date herewith (the "Purchase Agreement") between Borrower and such purchasers (each, a "Lender" and sometimes collectively referred to herein as the "Lenders"), and TPG Biotechnology Partners, II, L.P., as the representative of the Lenders (the "Lender Representative").

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "Loan"), which Loan shall be evidenced by Convertible Secured Promissory Notes (the "Notes") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement by and among Borrower, the Lender Representative and the Lenders (the "Collateral"), executed in connection with the Loan and dated as of the date hereof (the "Security Agreement"); and

WHEREAS, Borrower has granted the Lender Representative on behalf of the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest (including any interest that accrues after the commencement of bankruptcy) on the Notes issued pursuant to the Purchase Agreement and the due and punctual payment and performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations, and all fees, costs and expenses of Lenders and the Lender Representative, including, without limitation, attorneys' fees, incurred in connection with the enforcement of any of their rights and remedies hereunder and under the other Loan Documents (collectively the "Secured Obligations"); provided, however, that "Secured Obligations" shall not include any obligations of Borrower to any Lender in Lender's capacity as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lender Representative on behalf of the Lenders a first priority security interest in all of Borrower's right, title and interest in its Intellectual Property (as defined below). As used herein, the term "Intellectual Property" shall include:

(a) All Copyrights, Trademarks, and Patents of Borrower, including, without limitation, the Copyrights, Trademarks, and Patents listed on Schedule A attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing (whether Borrower is the licensee or the licensor thereunder) and all license fees and royalties from such use. With respect to Trademarks, the term Intellectual Property includes the entire goodwill of Borrower's business connected with the use of and symbolized by such Trademarks;

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

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above;

(e) any other intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Borrower or in which Borrower now holds or hereafter acquires or receives any right or interest, including without limitation, customer lists, marketing plans, internet domain names (including any right related to the registration thereof), proprietary or confidential information, mask works, source, object or other programming code, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skills, expertise, recipes, experience, processes, models, drawings, materials or records; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

For all purposes of this Agreement, the following terms shall have the following meanings:

"Copyrights" means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Borrower) by Borrower or in which Borrower now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Borrower) or acquired by Borrower, in whole or in part; (e) prior versions of works covered by copyright and all works based upon,

derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

“Patents” means all of the following in which Borrower now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

“Trademarks” means any of the following in which Borrower now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. Subject to Section 25 of the Security Agreement, this Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of Borrower’s capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. Borrower hereby consents to the filing of this Agreement with the United States Copyright Office or the

United States Patent and Trademark Office, as applicable. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Covenants relating to the Intellectual Property. Borrower shall:

(a) promptly give Lender Representative written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any, and shall amend or permit Lender Representative to amend Schedule A hereto, as necessary, to reflect such applications or registrations;

(b) (i) give Lender Representative not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, (ii) prior to the filing of any such applications or registrations, shall execute such documents as Lender Representative may reasonably request for Lender Representative to maintain Lenders' perfection and priority in such intellectual property rights to be registered by Borrower, and upon the request of Lender Representative, shall file such documents simultaneously with the filing of any such applications or registrations, and (iii) shall amend or permit Lender Representative to amend Schedule A hereto, as necessary, to reflect such applications or registrations; and

(c) protect, defend and maintain the validity and enforceability of its Copyrights, Patents and Trademarks.

6. Amendment. Any term of this Agreement may be amended or waived with the written consent of Borrower and the Requisite Holders (as defined in the Purchase Agreement); provided, however, that any such amendment or waiver that materially and disproportionately adversely affects any Lender shall require the written consent of all such Lenders. Any amendment or waiver effected in accordance with this Section 6 shall be binding upon each Lender, each future Lender and Borrower, irrespective of whether the Lender has executed or approved such amendment or waiver, and Borrower shall promptly give notice to all Lenders of any amendment or waiver effected in accordance with this Section 6. Notwithstanding anything to the contrary in this Section 6, Borrower shall be entitled to include additional purchasers of Notes pursuant to the terms of the Purchase Agreement as Lenders party to this Agreement, provided that such purchasers shall execute appropriate signature pages to this Agreement and other related agreements. No delay or failure on the part of any Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against

the Lenders unless made in writing and signed by the Lender Representative, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.

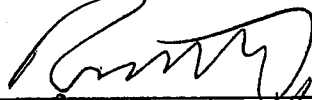
7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regards to its conflict of laws or choice of laws provisions.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

NOVASOM, INC.

By: 
Name: Richard Hesson
Title: CEO

LENDER REPRESENTATIVE:

TPG BIOTECHNOLOGY PARTNERS, L.P.

By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Name: _____
Title: _____

LENDERS:

TPG BIOTECHNOLOGY PARTNERS, L.P.

By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Name: _____
Title: _____

QUAKER BIOVENTURES II, L.P.

By: Quaker BioVentures Capital II, L.P.
its general partner

By: Quaker BioVentures Capital II, LLC
its general partner

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.


BORROWER:

NOVASOM, INC.

By: _____
Name: _____
Title: _____


LENDER REPRESENTATIVE:

TPG BIOTECHNOLOGY PARTNERS II, L.P.
By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors II, LLC

By:  _____
Name: Jeffery D. Ekberg
Title: Vice President

LENDERS:

TPG BIOTECHNOLOGY PARTNERS II, L.P.
By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors II, LLC

By:  _____
Name: Jeffery D. Ekberg
Title: Vice President

QUAKER BIOVENTURES II, L.P.
By: Quaker BioVentures Capital II, L.P.
its general partner

By: Quaker BioVentures Capital II, LLC
its general partner

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

NOVASOM, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE:

TPG BIOTECHNOLOGY PARTNERS, L.P.
By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors, LLC


By: _____
Name: _____
Title: _____

LENDERS:

TPG BIOTECHNOLOGY PARTNERS, L.P.
By: TPG Biotechnology Genpar II, L.P.
By: TPG Biotech Advisors, LLC

By: _____
Name: _____
Title: _____

QUAKER BIOVENTURES II, L.P.
By: Quaker BioVentures Capital II, L.P.
its general partner
By: Quaker BioVentures Capital II, LLC
its general partner

By:  _____
Name: Adele Oliva
Title: Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

INTELLECTUAL PROPERTY

1. Copyrights/Software:

Software Program/Description	Registration/ Application Number	Registration/ Application Date
None.		

SCHEDULE A

INTELLECTUAL PROPERTY

2. Patents and patent applications

Title Description	Inventor Names(s)	Registration/ Application Number	Registration/ Application Date
Active Noise Suppression System for Telephone Handsets and Method	Anthony F. Matouck, et al.	U.S. Patent 5625684	04/29/1997
Multi-Channel Self-Contained apparatus and Method for Diagnosis of Sleep Disorders	Ahmet Karakasoglu, et al.	U.S. Patent 6171258	01/09/2001
Apparatus and method for Breath Monitoring	Ahmet Karakasoglu, et al.	U.S. Patent 6213955	04/10/2001
Obstructive Sleep Apnea Detection Apparatus and Method Using Pattern Recognition	Ahmet Karakasoglu	U.S. Patent 6290654	09/18/2001

SCHEDULE A

INTELLECTUAL PROPERTY

3. Trademarks and trademark applications

Title Description	Registration/ Application Number	Registration/ Application Date
ACCUSOM	App. No. 85/118635	30-Aug-2010
MEDITRACK	Reg. No. 2998589	20-Sep-2005
NOVASOM	Reg. No. 3046537	17-Jan-2006
QSG	Reg. No. 2976792	26-Jul-2005
SLEEP SOLUTIONS	Reg. No. 1185370*	24-Aug-2000
SLEEP SOLUTIONS	Reg. No. 2472019	24-Jul-2001

* European Community Mark.