

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CareView Communications, Inc.		04/21/2011	CORPORATION: NEVADA
CareView Communications, Inc.		04/21/2011	CORPORATION: TEXAS
CareView Operations, LLC		04/21/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	HealthCor Partners Fund, L.P.
Street Address:	152 West 57th Street
Internal Address:	Carnegie Hall Towers
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	HealthCor Hybrid Offshore Master Fund, L.P.
Street Address:	152 West 57th Street
Internal Address:	Carnegie Hall Towers
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3640615	NETVIEW
Registration Number:	3640614	MOVIEVIEW
Registration Number:	3640613	BABYVIEW
Registration Number:	3640612	PATIENTVIEW

900190077

**TRADEMARK
 REEL: 004527 FRAME: 0477**

CH \$390.00 3640615

Registration Number:	3627893	FACILITYVIEW
Registration Number:	3627892	SECUREVIEW
Registration Number:	3741523	NURSEVIEW
Registration Number:	3627891	PHYSICIANVIEW
Serial Number:	85298202	CAREVIEW SYSTEM
Serial Number:	85298239	CAREVIEW COMMUNICATIONS
Serial Number:	85298241	CAREVIEW NETWORKS
Serial Number:	85298243	EQUIPMENTVIEW
Serial Number:	85298248	PROCEDUREVIEW
Serial Number:	85296883	VIRTUAL BED RAILS
Serial Number:	85298254	ACTUAL PRIVATE NETWORK

CORRESPONDENCE DATA

Fax Number: (800)432-5298
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 401-276-6418
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 2800 Financial Plaza
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	304446.0008
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	04/22/2011

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 21, 2011 by and among HealthCor Partners Fund, L.P., a Delaware limited partnership with a principal office located at Carnegie Hall Towers, 152 West 57th Street, New York, NY 10019 ("HealthCor Partners"), HealthCor Hybrid Offshore Master Fund, L.P., a Cayman Islands limited partnership with a principal office located at Carnegie Hall Towers, 152 West 57th Street, New York, NY 10019 ("HealthCor Offshore" and together with HealthCor Partners, the "Secured Parties"), CareView Communications, Inc., a Nevada corporation with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView NV"), CareView Communications, Inc., a Texas corporation with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView TX") and CareView Operations, LLC, a Texas limited liability company with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView LLC" and together with CareView TX and CareView NV, collectively referred to herein as the "Grantor").

RECITALS

A. The Secured Parties and CareView NV have entered into that certain Note and Warrant Purchase Agreement dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement"; capitalized terms used herein are used as defined in the Purchase Agreement), pursuant to which the Secured Parties have agreed to purchase convertible promissory notes (the "Notes") from CareView NV and advance cash to CareView NV in exchange therefor. The Secured Parties are willing to purchase the Notes and make such cash advance to CareView NV, but only upon the condition, among others, that the Grantor shall grant to the Secured Parties a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Obligations (as defined in the Security Agreement (as defined below)) under the Purchase Agreement and the Transaction Documents.

B. Pursuant to the terms of the Purchase Agreement and that certain Pledge and Security Agreement by and among the Secured Parties and the Grantor, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), the Grantor has granted to the Secured Parties 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 Purchase Agreement and the Transaction Documents, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure CareView NV's Obligations under the Purchase Agreement and the Transaction Documents, the Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the Grantor's intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present,

and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to the Grantor now or that may hereafter be existing, created, acquired or held;

4. Any and all right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any and all right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Purchase Agreement and the Security Agreement. The rights and remedies of the

Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Purchase Agreement, the Security Agreement or any of the other Transaction 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

[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.

GRANTOR:

Address of Grantor:

CAREVIEW COMMUNICATIONS, INC., a Nevada corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: _____

By: [Signature]
Name: Steven Johnson
Title: President

CAREVIEW COMMUNICATIONS, INC., a Texas corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: _____

By: [Signature]
Name: Steven Johnson
Title: President

CAREVIEW OPERATIONS, LLC

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: _____

By: [Signature]
Name: Steven Johnson
Title: CEO

SECURED PARTIES:

Address of Secured Party:

HEALTHCOR PARTNERS FUND, L.P.

By: HealthCor Partners Management L.P., as Manager

By: HealthCor Partners Management, G.P., LLC, as General Partner

HealthCor Partners
Carnegie Hall Towers
152 West 57th Street
New York, NY 10019

By: [Signature]
Name: Jeffrey C. Lightcap
Title: Senior Managing Director

Address of Secured Party:

HEALTHCOR HYBRID OFFSHORE MASTER
FUND, L.P.

HealthCor Partners
Carnegie Hall Towers
152 West 57th Street
New York, NY 10019

By: HealthCor Hybrid Offshore G.P., LLC,
as General Partner

By: 

Name: Steven J. Musumeci

Title: Chief Operating Officer

PRV 1129537.3

TRADEMARK
REEL: 004527 FRAME: 0483

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Non-Intrusive Data Transmission Network for Use in an Enterprise Facility and Method for Implementing	7,477,285	01/13/2009
System and Method for Predicting Patient Falls in the U.S.	12/151,452	05/06/2008
System and Method for Documenting Patient Procedures in the U.S.	12/589,654	12/02/2008
System and Method for Using a Video Monitoring System to Prevent and Manage Decubitus Ulcers in Patients in the U.S.	12/804,774	07/29/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NetView	3640615	June 16, 2009
MovieView	3640614	June 16, 2009
BabyView	3640613	June 16, 2009
PatientView	3640612	June 16, 2009
FacilityView	3627893	May 26, 2009
SecureView	3627892	May 26, 2009
NurseView	3741523	January 26, 2010
PhysicianView	3627891	May 26, 2009

Trademark Applications

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
United States	CAREVIEW SYSTEM CAREVIEW	April 18, 2011	85298202
United States	COMMUNICATIONS CAREVIEW	April 18, 2011	85298239
United States	NETWORKS	April 18, 2011	85298241
United States	EQUIPMENTVIEW	April 18, 2011	85298243
United States	PROCEDUREVIEW	April 18, 2011	85298248
United States	VIRTUAL BED RAILS ACTUAL PRIVATE	April 15, 2011	85296883
United States	NETWORK	April 18, 2011	85298254

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A