



05/05/2011

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Lifewave, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2 Name and address of receiving party(ies)
Name: California Healthcare Foundation
Internal
Address: _____
Street Address: 1438 Webster Street, Suite 400
City: Oakland State: CA Zip: 94612

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Non-Profit - California

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 27, 2011

4 Application number(s) or registration number(s):

A. Trademark Application No.(s) none _____

Additional number(s) attached Yes No

B Trademark Registration No (s) see Exhibit C _____

5. Name and address of party to whom correspondence concerning document should be mailed

Name: Ricardo Orozco
Internal Address: _____
Registered Agent Solutions, Inc.

Street Address: 515 Congress Avenue
Suite 2300
City: Austin State: TX Zip: 78701

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number.

DO NOT USE THIS SPACE 05/05/2011 HALLINS 0000009 77730873

9. Signature

Mitchell L. Garrett
Name of Person Signing

Mitchell L. Garrett
Signature

May 3, 2011
Date

Total number of pages including cover sheet, attachments, and document. 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D C 20231

TRADEMARK REEL: 004560 FRAME: 0553

EXHIBIT C

Trademarks

	<u>Title/Mark</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
1.	CARDIOCONNECT	77-738,073	5/15/2009
2.	BABYCONNECT	77-846,822	10/22/2009
3.	FETALCONNECT	85-004,342	4/1/2010

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 27, 2011 by and between **CALIFORNIA HEALTHCARE FOUNDATION** ("Lender") and **LIFEWAVE, INC.**, a California corporation ("Grantor").

RECITALS

Lender 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 Note Purchase Agreement by and between Lender and Grantor (as amended from time to time, the "Note Purchase Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Note Purchase Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired as provided in that certain Security Agreement by and between Lender and Grantor (as amended from time to time, the "Security Agreement")

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Documents, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Note Purchase Agreement and the Security Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

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

Address of Borrower:

LIFEWAVE, INC.

By: 

Attn:

Title: CEO

Address of Lender:

**CALIFORNIA HEALTHCARE
FOUNDATION**

By: _____

Title: _____

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Address of Borrower:

LIFEWAVE, INC.

By: _____

Attn:

Title: _____

Address of Lender:

CALIFORNIA HEALTHCARE FOUNDATION

By: *J.S. Smith*

Title: *President & CEO*

EXHIBIT B**Patents**

<u>Title</u>	<u>Serial/ Patent Number Publication Number</u>	<u>Application/ Issue Date Publication Date</u>
1 Fetal Monitoring Device and Methods	12/765,680 US-2010-0274145-A1	4/22/2010 10/28/2010
2 Fetal Monitoring Device and Methods	PCT/US2010/032093 WO 2010/124117	4/22/2010 10/28/2010
3 System and Method for Extracting Physiological Data Using Ultra- Wideband Radar and Improved Signal Processing Techniques	7,725,150	5/25/2010
4 System and Method for Extracting Physiological Data Using Ultra- Wideband Radar and Improved Signal Processing Techniques	12/759,909 US-2010-0234720-A1	4/14/2010 9/16/2010
5 Apparatus and Method for Continuous Noninvasive Measurement of Respiratory Function and Events	12/749,861 US-2011-0060215-A1	3/30/2010 3/10/2011
6 Medical Sensor Device Housing	D590,508	4/14/2009
7 System and Method for Non-Invasive Instantaneous and Continuous Measurement of Cardiac Chamber Volume	12/601,665 US-2010-0179421-A1	11/24/2009 7/15/2010
8 Cardiac Motion Algorithm for Measurement of Relative Blood Pressure	61/361,860	7/6/2010
9 Non-Contact Baby Monitor for the Neonatal Intensive Care Unit with Application to Home Monitoring for Detection of Infant Cardiopulmonary Distress	61/369,843	8/2/2010
10 Maternal and Fetal Monitoring with an Ultra-Wideband (UWB) RF Sensor	61/415,081	11/18/2010

TRADEMARK