

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
Cheetah Medical, Inc.		09/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3473073	WINDOW TO THE HEART	
Registration Number:	3502326	CHEETAH RELIANT	
Registration Number:	3473074	CHEETAH ACTIVE	
Registration Number:	3709132	ECO	
Registration Number:	3472950	BIOREACTANCE	
Registration Number:	3316001	NICOM	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 3473073

900202408

TRADEMARK
REEL: 004625 FRAME: 0415

ATTORNEY DOCKET NUMBER:	915962
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/19/2011
Total Attachments: 13 source=9-19-11 Cheetah Medical-TM#page1.tif source=9-19-11 Cheetah Medical-TM#page2.tif source=9-19-11 Cheetah Medical-TM#page3.tif source=9-19-11 Cheetah Medical-TM#page4.tif source=9-19-11 Cheetah Medical-TM#page5.tif source=9-19-11 Cheetah Medical-TM#page6.tif source=9-19-11 Cheetah Medical-TM#page7.tif source=9-19-11 Cheetah Medical-TM#page8.tif source=9-19-11 Cheetah Medical-TM#page9.tif source=9-19-11 Cheetah Medical-TM#page10.tif source=9-19-11 Cheetah Medical-TM#page11.tif source=9-19-11 Cheetah Medical-TM#page12.tif source=9-19-11 Cheetah Medical-TM#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 14, 2011 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **CHEETAH MEDICAL, INC.**, a Delaware corporation, with its principal place of business at 600 SE Maritime Avenue, Suite 220, Vancouver, Washington 98661 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, 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 Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, 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 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.

[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.

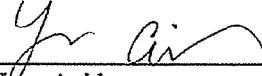
GRANTOR:

Address of Grantor:

600 SE Maritime Avenue, Suite 220
Vancouver, Washington 98661

Attn: Yuval Rozen

CHEETAH MEDICAL, INC.

By: 

Name: Yotam Avidor

Title: President

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Laura Scott

SILICON VALLEY BANK

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.

GRANTOR:

Address of Grantor:

600 SE Maritime Avenue, Suite 220
Vancouver, Washington 98661

Attn: _____

CHEETAH MEDICAL, INC.

By: _____

Name: Yoav Avidor

Title: President

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Ms. Laura Scott

SILICON VALLEY BANK

By: *Kate Leland*

Name: *Kate Leland*

Title: *VP*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

SYSTEM, METHOD AND APPARATUS FOR MEASURING BLOOD FLOW AND BLOOD VOLUME						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			15-Feb-2005 60/652,773			
PCT			18-Jan-2006 IL2006/000075	Publ. Date: 24-Aug-2006 Publ. #: WO2006/087696		
USA NP			13-Aug-2007 11/884,227			
China NP			18-Jan-2006 200680012560.2	14-Jul-2010 ZL200680012560.2		
Australia NP			18-Jan-2006 2006215274			
Canada NP			18-Jan-2006 2,597,264			
Europe NP			18-Jan-2006 06700959.7			

METHOD AND SYSTEM FOR SCREENING, DIAGNOSING AND/OR TREATING SLEEP APNEA						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			07-Mar-2007 60/905,313			

METHOD AND SYSTEM FOR MONITORING SLEEP						
Country			Filing Date Application No.	Issue Date Patent No.		
PCT			06-Mar-2008 IL2008/000309	Publ. Date: 12-Sep-2008 Publ. #: WO2008/107899		
Europe NP			06-Mar-2008 08719934.5			
USA NP			08-Sep-2009 12/450,022			

METHOD AND SYSTEM FOR DETERMINING CARDIAC OUTPUT AND CARDIOPULMONARY RESPONSES TO EXERCISE						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			23-Feb-2007 60/902,853			
METHOD AND SYSTEM FOR ESTIMATING EXERCISE CAPACITY						
Country			Filing Date Application No.	Issue Date Patent No.		
PCT			21-Feb-2008 IL2008/000233	Publ. Date: 28-Aug-2008 Publ. #: WO2008/102362		
USA NP			24-Mar-2010 12/527,697			
Europe NP			21-Feb-2008 08710233.1			

SYSTEM, METHOD AND APPARATUS FOR MEASURING BLOOD FLOW AND BLOOD VOLUME, PARTICULARLY USEFUL FOR NON-INVASIVE CARDIAC OUTPUT MONITORING (N.I.C.O.M-TM)						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			12-May-2003 60/469,421			
SYSTEM, METHOD AND APPARATUS FOR MEASURING BLOOD FLOW AND BLOOD VOLUME						
Country			Filing Date Application No.	Issue Date Patent No.		
PCT			10-May-2004 IL2004/000395	Publ. Date: 18-Nov-2004 Publ. #: WO2004/098376		
USA NP			14-Nov-2005 10/556,483			
Europe NP			10-May-2004 04731993.4			
Japan NP			10-May-2004 2006-507622			
Canada NP			10-May-2004 2,525,443			
China NP			10-May-2004 200480019436.X	23-Dec-2009 ZL200480019436.X		
Australia NP			10-May-2004 2004236588	22-Oct-2009 2004236588		

METHOD AND SYSTEM FOR DIAGNOSING ELECTRO-MECHANICAL DISSOCIATION						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			19-Apr-2007 60/907,847			
METHOD, APPARATUS AND SYSTEM FOR PREDICTING ELECTROMECHANICAL DISSOCIATION						
Country			Filing Date Application No.	Issue Date Patent No.		
PCT			15-Apr-2008 IL2008/000509	Publ. Date: 30-Oct-2008 Publ. #: WO2008/129535		
USA NP			23-Mar-2010 12/596,483			
Europe NP			15-Apr-2008 08738211.5			
Canada NP			15-Apr-2008 2,683,684			
Australia NP			15-Apr-2008 2008242145			
Israel NP			15-Apr-2008 201630			
India NP			15-Apr-2008 6787/CHENP/2009			

METHOD AND APPARATUS FOR ASSESSING VASCULAR CONDITIONS, PARTICULARLY THE LIKELIHOOD OF A SMALL VESSEL DISEASE						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			10-Jul-2006 60/819,402			
METHOD AND APPARATUS FOR ASSESSING VASCULAR CONDITIONS						
Country			Filing Date Application No.	Issue Date Patent No.		
USA CIF			09-Jul-2007 11/822,645			

UTILIZING AMPLITUDE AND PHASE INFORMATION FOR HEMODYNAMIC MONITORING						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			22-Sep-2008 61/136,640			
SYSTEM AND METHOD FOR DETERMINING BLOOD FLOW						
Country			Filing Date Application No.	Issue Date Patent No.		
PCT			22-Sep-2009 IL2009/000916	Publ. Date: 25-Mar-2010 Publ. #: WO2010/032252		
USA NP			22-Sep-2009 13/120,159			
Europe NP			22-Sep-2009 09814183.1			
China NP			22-Sep-2009 200980136855.4			
India NP			22-Sep-2009 249/MUMNP/2011			
Australia NP			22-Sep-2009 2009294179			
Israel NP			22-Sep-2009 211870			
Japan NP			22-Sep-2009 2011-527470			

HIGH-RESOLUTION MEDICAL MONITORING APPARATUS PARTICULARLY USEFUL IN ELECTROCARDIOGRAPHY						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			01-May-2001 60/287,778			
HIGH-RESOLUTION MEDICAL MONITORING APPARATUS PARTICULARLY USEFUL FOR ELECTROCARDIOGRAPHS						
Country			Filing Date Application No.	Issue Date Patent No.		
USA CIF			30-Apr-2002 10/134,380	19-Oct-2004 6,807,443		

METHOD TO MEASURE THE STROKE VOLUME AND CARDIAC OUTPUT OF THE HEART NON-INVASIVELY BY THE COMPLEX COMPONENTS OF THE THORACIC IMPEDANCE						
Country			Filing Date Application No.	Issue Date Patent No.		
USA PRO			25-Jul-2011 61/511,163			
USA PRF						

DYNAMICALLY VARIABLE FILTER						
Country		Filing Date Application No.	Issue Date Patent No.			
USA Basic		13-Aug-2007 11/889,395				
PCT		11-Aug-2008 IL2008/001105	Publ. Date: 19-Feb-2009 Publ. #: WO2009/022330			
Europe NP		11-Aug-2008 08789780.7				
USA NP		11-Aug-2008 12/673,037				
Israel NP		11-Aug-2008 203871				
Canada NP		11-Aug-2008 2,695,726				
India NP		11-Aug-2008 473/MUMNP/2010				
Australia NP		11-Aug-2008 2008288084				

MONITORING CARDIOVASCULAR CONDITION ARTERIOSCLEROSIS						
Country		Filing Date Application No.	Issue Date Patent No.			
Israel Basic		19-Apr-2000 135762				
METHOD AND APPARATUS FOR MONITORING THE CARDIOVASCULAR CONDITION, PARTICULARLY THE DEGREE OF ARTERIOSCLEROSIS IN INDIVIDUALS						
Country		Filing Date Application No.	Issue Date Patent No.			
USA Basic		23-May-2000 09/577,001	13-Jan-2004 6,676,608			

Design: Electrode						
Country		Filing Date Application No.	Registration Date Registration No.			
USA Design		30-Aug-2007 29/287,628	19-Oct-2010 D625,823			
Europe Paris Convention		26-Feb-2008 000885231	14-Apr-2008 000885231			
Australia Paris Convention		28-Feb-2008 10974/2008	11-Jun-2008 319887			
China Paris Convention		28-Feb-2008 200830006983.5	01-Dec-2010 ZL200830006983.5			

EXHIBIT C

Trademarks

WINDOW TO THE HEART					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		21-Feb-2007 77/112,716	22-Jul-2008 3,473,073		

CHEETAH RELIANT					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		21-Feb-2007 77/112,650	16-Sep-2008 3,502,326		

CHEETAH ACTIVE					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		21-Feb-2007 77/112,754	22-Jul-2008 3,473,074		

ECO					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		25-Apr-2007 77/165,293	10-Nov-2009 3,709,132		

BIOREACTANCE					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		29-Dec-2006 77/073,098	22-Jul-2008 3,472,950		
Israel (Paris)		27-Jun-2007 201711	04-Dec-2008 201711		
Canada (Paris)		27-Jun-2007 1,353,533	16-Jun-2010 TMA769,907		
Japan (Paris)		28-Jun-2007 2007-69669	19-Oct-2007 5085067		
Europe (Paris)		29-Jun-2007 006053656	15-May-2008 006053656		
China (Paris)		29-Jun-2007 6137874	21-Dec-2009 6137874		

NICOM					
Country		Filing Date Application No.	Registration Date Registration No.		
USA Ordinary Filing		29-Dec-2006 77/073,203	23-Oct-2007 3,316,001		
Israel (Paris)		27-Jun-2007 201710	13-Aug-2009 201710		
Canada (Paris)		27-Jun-2007 1,353,532	20-Aug-2008 TMA721,441		
Japan (Paris)		28-Jun-2007 2007-69667	09-Nov-2007 5089997		
Europe (Paris)		29-Jun-2007 006053557	26-May-2008 6053557		
China (Paris)		29-Jun-2007 6137875	21-Dec-2009 6137875		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1353124.2