

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SIMPLEX HEALTHCARE, INC.	FORMERLY SIMPLEX DIABETIC SUPPLY, INC.	10/07/2011	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	LIGHTHOUSE CAPITAL PARTNERS VI, L.P.
<b>Street Address:</b>	3555 ALAMEDA DE LAS PULGAS, STE 200
<b>Internal Address:</b>	Attn: Grace Gillen
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3552513	DIABETES CARE CLUB
Serial Number:	85211339	CATHETER CARE CLUB
Serial Number:	85268454	CONTROL
Serial Number:	85211284	CPAP CARE CLUB
Serial Number:	85350306	CPAP CARE CLUB
Serial Number:	85416969	DCC PRO-ED
Serial Number:	85347280	RX CARE CLUB
Serial Number:	85347285	RX CARE CLUB
Serial Number:	85228875	SIMPLEX
Serial Number:	85229177	SIMPLEX HEALTHCARE
Serial Number:	85268460	THE CARE COOKBOOK

**CORRESPONDENCE DATA**

**900204205**

**TRADEMARK  
 REEL: 004638 FRAME: 0974**

**OP \$290.00 3552513**

Fax Number: (650)233-0114  
Phone: 650-233-1013  
Email: graceg@lcpartners.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Lighthouse Capital Partners VI, L.P.  
Address Line 1: 3555 Alameda de las Pulgas, Ste 200  
Address Line 2: Attn: Grace Gillen  
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	SIMPLEX TM
NAME OF SUBMITTER:	Grace Gillen
Signature:	/Grace Gillen/
Date:	10/10/2011
Total Attachments: 2 source=IPSA Amend #1 - 10-7-11 - Simplex Healthcare#page1.tif source=IPSA Amend #1 - 10-7-11 - Simplex Healthcare#page2.tif	

AMENDMENT NO. 1 ("IPSA Amendment 1")

Dated October 7, 2011

to  
that certain Intellectual Property Security Agreement  
dated as of October 24, 2008 ("Agreement"), by and between  
LIGHTHOUSE CAPITAL PARTNERS VI, L.P. ("Lender") and  
SIMPLEX HEALTHCARE, INC., F/K/A SIMPLEX DIABETIC SUPPLY, INC., a Tennessee corporation ("Borrower").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of October 24, 2008 (the "Agreement"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower was previously known as Simplex Diabetic Supply, Inc. and subsequently changed its name to and is now called Simplex Healthcare, Inc;

WHEREAS, Borrower has subsequently applied for registration of certain Trademarks to be registered with or become the assignee of certain Trademarks registered with the U.S. Patent & Trademark Office (collectively, the "New IP");

WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it at the U.S. Patent & Trademark Office, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

1. "Exhibit C attached to this IPSA Amendment 1 identifies the Trademark Collateral granted to Lender under the Agreement, as well as the Trademark Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
2. Borrower confirms that Lender has all the collateral rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States pursuant to Section 6(b) of the Agreement, as it has with respect to the Collateral assigned under the Agreement.
3. Except as amended hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIMPLEX HEALTHCARE, INC.,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments

Exhibit C

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: \_\_\_\_\_  
LIGHTHOUSE MANAGEMENT PARTNERS VI,  
L.L.C., its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ryan Turner  
Managing Director

U.S. Trademarks and Trademark Applications

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

REGISTRATION NO.	PENDING APPLICATION NO.	MARK	REGISTRATION DATE	FILING DATE
3552513	77082952	DIABETES CARE CLUB	12/30/2008	1/15/2007
	85211339	CATHETER CARE CLUB		1/5/2011
	85268454	CONTROL		3/16/2011
	85211284	CPAP CARE CLUB		1/5/2011
	85350306	CPAP CARE CLUB (and Design)		6/20/2011
	85416969	DCC PRO-ED		9/7/2011
	85347280	RX CARE CLUB		6/15/2011
	85347285	RX CARE CLUB (and Design)		6/15/2011
	85228875	SIMPLEX		1/28/2011
	85229177	SIMPLEX HEALTHCARE		1/28/2011
	85268460	THE CARE COOKBOOK		3/16/2011

**UNREGISTERED TRADEMARKS:** List marks below or indicate "None."

NONE