

Form PTO-15 OMB Collect

11/28/2011



103637453



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

FORM COVER SHEET MARKS ONL

REFERENCE #103634421

Please record the attached documents or the new address(es) helow

To the Dil 103637453	Please record the attached documents or the new address(es) below.
1. Name of conveying party(ies): Bridge Bank, N.A. 55 Almaden Blvd. #150 San Jose, CA 95113 Individual(s)	City: San Jose State: California Country: USA Zip: 95113
A. Trademark Application No.(s)) and identification or description of the Trademark. B. Trademark Registration No.(s) 3697368; 3621314; 3621313 Additional sheet(s) attached? XX Yes No. No. Statemark Registration Number is unknown):
5. Name & address of party to whom corresponde concerning document should be mailed: Name: Bridge Bank, N.A.	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00* *sent to you previsouly Authorized to be charged to deposit account
Street Address: 55 Almaden Blvd., #150 City: San Jose	Enclosed 8. Payment Information:
State: California Zip: 95113, U.S. Phone Number: 408-556-8317 Fax Number: 408-689-8542 Email Address: notedepartment@bridgebank.c	Deposit Account Number
9. Signature: Signature Signature Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/13/2011



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/

103634421

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

TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Bridge Bank, National Association			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Internal Address: Street Address: 55 Almaden Boulevard, Ste 150			
Corporation- State:	City: San Jose			
Citizenship (see guidelines) U.S.↑ Additional names of conveying parties attached? Yes ⊠No	State: CA Country: USA Zip: 95113 Association Citizenship U. S. A. Ott Record			
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship Limited Partnership Citizenship Citizenship			
Execution Date(s) /0/2///	Corporation Citizenship			
	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)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) 2564077-and-3054929 COCO Additional sheet(s) attached? Yes No			
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:			
Name: Brdige Bank N.A. Internal Address: Street Address: 55 Alamden Boulevard; Suite 150 Attn: Note Department	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00 Authorized to be charged by credit card Authorized to be charged to deposit account I Enclosed			
City: San Jose	8. Payment Information:			
State: <u>CA</u> Zip: <u>95113</u> Phone Number: <u>408-556-8317</u>	a. Credit Card Last 4 Numbers N/A 10/15xpirqtipn/PatesN/8388693_2561877			
Fax Number: 408-689-8542 Email Address: notedepartment@bridgebank.com	b. Deposit Account Nitrober N/A 48,99 0F 62 FC:8522 59.90 0F Authorized User Name N/A			
9. Signature: (MAN) Signature Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document: 5			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

10/25/2010 900174873

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMPULSE MONITORING, INC.		04/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76692938	IMPULSE MONITORING, INC.
Serial Number:	76692937	M IMPULSE MONITORING, INC.
Serial Number:	/66 474 36	M IMPULSE MONITORING, INC. BETTER INSIGHT. BETTER DECISIONS. BETTER MEDICINE.

CORRESPONDENCE DATA

Fax Number:

(858)638-5130

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: Email: 858-638-6730

Correspondent Name:

susan.reynholds@dlapiper.com DLA Piper LLP (US)

Address Line 1:

4365 Executive Drive, Suite 1100

Address Line 2:

Attention: Susan Reynholds

Address Line 4:

San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

355157-60

NAME OF SUBMITTER:

Troy Zander

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TO:DLA PIPER LLP (US) C

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Signature:	/s/ Troy Zander		
Date:	10/25/2010		
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2010, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and IMPULSE MONITORING, INC., ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of April 30, 2010 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property to the extent that it relates to services provided by Grantor as of the date hereof (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A:
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, excluding, for the avoidance of doubt, Application No. 61/185,441, dated June 9, 2009 and titled "System, Method, Device and Computer Program Product for Automatically Detecting Positioning Effect" (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works"):
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights; ·
- (g) claims for damages by way of past, present and future infringement 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;
- (h) 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;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one

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or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

2.

IN WITNESS WHEREOF, the parties have execu	ted this Agreement as of the date first written above		
GRANTOR:	LENDER:		
IMPULSE MONITORING, INC.	BRIDGE BANK, NATIONAL ASSOCIATION		
Name CEO	By Name: Tillé:		
Address for Notices: Attn: Gene Cattarina / Mark D'Addato 10420 Little Patuxent Parkway, Suite 250 Columbia, MD 21044 FAX: (410) 740-2371	Address for Notices Atth: Mike Field 55 Almaden Blvd. San Jose, CA 95113 Tel: (408) 556-8500 Fax:(408) 423-8520		

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

GRANTOR:

IMPULSE MONITORING, INC.

BRIDGE BANK, NATIONAL ASSOCIATION

By:

Name:

Name:

Title:

Address for Notices:
Attn: Gene Caltarina / Mark D'Addato
10420 Little Patuxent Parkway, Suite 250

Columbia, MD 21044

San Jose, CA 95113

Tel: (408) 556-8500 Fax: (408) 423-8520

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FAX: (410) 740-2371

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EXHIBIT A

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Description

Registration/

Registration/

Application

Application

Number

Date

Techform computer program

TXu 1-570-043

9/17/07

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EXHIBIT B

TRADEMARKS

Description	Registration/ Application	Registration/ Application
	Number	Date
IMPULSE MONITORING, INC.	76692938	9/17/08
IMPULSE MONITORING, INC.	76692937	9/17/08
IMPULSE MONITORING, INC.	76692936	9/17/08

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EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/ Application Date
Method, system, and computer program product for receiving, extracting, and translating intraoperative neurophysiologic monitoring (IONM) data from multiple device types	12167818	7/3/08
System, method and computer program product for real time monitoring, assignment and balancing of professional oversight	12332728	12/11/08

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RECORDED: 11/28/2011