

## 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
Healthsense, Inc.		10/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Blvd., Ste. 400		
Internal Address:	Attn: Mike Field		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85555291	MYHEALTHSENSE	
Serial Number:	78597834	ENEIGHBOR	
Serial Number:	78753568	HEALTHSENSE	
Serial Number:	78614501	DISCOVER, EVALUATE AND IMPLEMENT	
Serial Number:	78064402	RED WING TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$140.00 85555291

ATTORNEY DOCKET NUMBER:	355157-170
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	10/25/2012
Total Attachments: 5 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and HEALTHSENSE, INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of October 11, 2012 (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 (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 (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 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.

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

GRANTOR:

HEALTHSENSE, INC.

By: Susan Horvath  
Name: Susan Horvath  
Title: CFO

Address for Notices:

Attn: Sue Horvath, CFO  
1191 Northland Drive, Suite 100  
Mendota Heights, MN 55120  
Fax: [ ]

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Justin Horner  
Name: Justin Horner  
Title: AVP - Relationship Manager

Address for Notices:

Attn: MIKE FIELD - EXECUTIVE VICE PRESIDENT  
55 ALMADEN BLVD, SUITE 400  
SAN JOSE, CA 95113  
(408) 556-6501



Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
MYHEALTHSENSE	85555291	N/A		1/28/12
ENERGHBOR	78597834	3262427		3/30/05
HEALTHSENSE	78753568	3437913		11/14/05
DISCOVER, EVALUATE AND IMPLEMENT	78614501	3271557		4/22/05
RED WING TECHNOLOGIES	78064402	2586685		5/18/01

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
Activity monitoring	N/A	10737076	Published	12/16/03
Low power sensor	7248059	11361872	Issued	7/24/07
Monitoring activity of an individual	7589637	11323077	Issued	9/15/09
Method and apparatus for processing voice data	7590534	10144436	Issued	9/15/09
Remote device for a monitoring system	7701332	11488963	Issued	4/20/10
Monitoring task performance	8164461	11788178	Issued	4/24/12
Method and apparatus for processing voice calls	8184782	10666537	Issued	5/22/12
Occupancy sensor	N/A	13183224	Published	7/14/11
Activity windowing	7893843	12141471	Issued	2/22/11
Sensing circuit board communications module assembly	8120480	12141531	Issued	2/21/12
Position detection	8164444	12432565	Issued	4/24/12
Monitoring activity of an individual	N/A	13324711	Published	12/13/11