## 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
CORVENTIS, INC.		12/20/2012	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	A Texas banking association: TEXAS

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4026537	ZLINK
Registration Number:	3904979	NUVANT
Registration Number:	3804404	NUVANT
Registration Number:	3804403	NUVANT
Registration Number:	3926266	NUVANT
Registration Number:	3800416	PIIX
Registration Number:	3874004	PIIX
Registration Number:	3804047	PIIX
Registration Number:	3758790	PIIX
Registration Number:	3758789	AVIVO
Registration Number:	3755113	
Registration Number:	3680248	CORVENTIS
Serial Number:	77807770	MCT

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**TRADEMARK** 

## **CORRESPONDENCE DATA**

Fax Number: 8585506403

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1579 CORVENTIS
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/10/2013

### Total Attachments: 6

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2012 by and between COMERICA BANK ("Bank") and CORVENTIS, INC., a Delaware corporation ("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 certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

1

**GRANTOR:** 

Address of Grantor:

2033 Gateway Place San Jose, CA 95110

Attn: Lisa Garrett, Vice President of Finance and Human Resources

CORVENTIS, INC.

COMERICA BANK

Name: //SA /SOC/OFF
Title: VF FINANCE 17

BANK:

Address of Bank:

m/c 7512 39200 W. Six Mile Road Livonia, MI 48152

Name: PAUL (FEBIDIE

Title: GEPIOR VILE PRESIDENT

Attn: Livonia Operations Center

# EXHIBIT A

# Copyrights

Description	Registration Number Registration D		
None,			

## **EXHIBIT B**

## Patents

Description	Patent / Application Number	Issue / Application Date
Adherent device with multiple physiological sensors	8,285,356	10/09/12
Adherent device for sleep disordered breathing	8,249,686	08/21/12
Adherent device with multiple physiological sensors	8,116,841	02/14/12
Adherent device for sleep disordered breathing	13/543,660	07/06/12
Patient monitoring systems and methods	13/139,996	12/15/09
Method and apparatus for remote detection and monitoring of functional chronotropic incompetence	12/910,076	10/22/10
Method and apparatus for personalized physiologic parameters	13/073,745	03/28/11
Body adherent patch with electronics for physiologic monitoring	12/958,910	12/02/10
Method and apparatus for monitoring fluid content within body tissues	12/723,507	03/12/10
Communication-anchor loop for injectable device	12/509,678	07/27/09
Method and apparatus for acute cardiac monitoring	12/546,918	08/25/09
Chiropractic care management systems and methods	12/468,493	05/19/09
Method and apparatus to measure bioelectric impedance of patient tissue	12/426,497	04/20/09
Heart failure decompensation prediction based on cardiac rhythm	12/402,318	03/11/09
Adherent device for cardiac rhythm management	12/209,262	09/12/08
Systems and methods for wireless body fluid monitoring	12/210,078	09/12/08
Adherent device for respiratory monitoring	12/209,268	09/12/09
Injectable physiological monitoring system	12/209,479	09/12/08
Adherent emergency patient monitor	12/209,259	09/12/08
Data collection in a multi-sensor patient monitor	12/209,528	09/12/08
Adherent multi-sensor device with implantable device communication capabilities	12/209,508	09/12/08

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TRADEMARK REEL: 004940 FRAME: 0511

Description	Patent / Application Number	Issue / Application Date
Injectable device for physiological monitoring	12/209,430	09/12/08
Tracking and security for adherent patient monitor	12/209,294	09/12/08
Adherent device with multiple physiological sensors	12/209,288	09/12/08
Multi-sensor patient monitor to detect impending cardiac decompensation	12/209,279	09/12/08
Energy management for adherent patient monitor	12/209,274	09/12/08
Adherent multi-sensor device with empathic monitoring	12/209,271	09/12/08
Adherent athletic monitor	12/209,269	09/12/08
Adherent cardiac monitor with advanced sensing capabilities	12/209,265	09/12/08
Medical device automatic start-up upon contact to patient tissue	12/209,276	09/12/08
Dynamic pairing of patients to data collection gateways	12/209,278	09/12/08
Medical device and methods of monitoring a patient with renal dysfunction	12/878,873	09/09/10
Multifrequency bioimpedence device and related methods	12/878,886	09/09/10

## EXHIBIT C

## Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
MCT	77/807,770	08/19/09
ZLINK	4,026,537	09/13/11
NUVANT	3,904,979	01/11/11
NUVANT	3,804,404	06/15/10
NUVANT	3,804,403	06/15/10
NUVANT	3,926,266	03/01/11
PIIX	3,800,416	06/08/10
PIIX	3,874,004	11/09/10
PIIX	3,04,047	06/15/10
PIIX	3,758,790	03/09/10
AVIVO	3,758,789	03/09/10
(DESIGN)	3,755,113	03/02/10
CORVENTIS	3,680,248	09/08/09

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