

## 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
AIRSTRIP TECHNOLOGIES, INC.		10/09/2013	CORPORATION: DELAWARE
AIRSTRIP HOLDINGS, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRSTRIP OPERATIONS, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRSTRIP IP HOLDINGS, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRSTRIP OB, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRPSTRIP RPM, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRSTRIP CARDIO, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
AIRSTRIP FOREIGN OPERATIONS, LLC		10/09/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85681514	AIRSTRIP	
Serial Number:	85681511	AIRSTRIP	
Serial Number:	85681507	AIRSTRIP	
Serial Number:	85681505	AIRSTRIP	

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Serial Number:	85753316	AIRSTRIP ONE
Serial Number:	85753312	AIRSTRIP ONE
Serial Number:	85753310	AIRSTRIP ONE
Serial Number:	85753307	AIRSTRIP ONE
Serial Number:	85753306	AIRSTRIP ONE

#### CORRESPONDENCE DATA

Fax Number: 4155911400

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

Phone: (415) 591-1000

Email: tsien@winston.com

Correspondent Name: TED SIEN

Address Line 1: 101 CALIFORNIA STREET, SUITE 3900

Address Line 2: WINSTON & STRAWN LLP

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (AIRSTRIP)
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ/
Date:	10/09/2013

#### Total Attachments: 6

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## FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated October 9, 2013, by and between TriplePoint Capital LLC, a Delaware company, and each of the undersigned, as grantor (the "Amendment").

### RECITALS

A. The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, Airstrip Cardio, LLC, a Texas limited liability company, and Airstrip Foreign Operations, LLC, a Texas limited liability company and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, (1) You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement and (2) You appointed Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the IP Security Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to the IP Security Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution of the IP Security Agreement or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### AGREEMENT

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#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

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- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

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#### 2. MISCELLANEOUS

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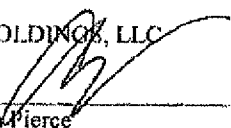
Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.


AIRSTRIP TECHNOLOGIES, INC.

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

AIRSTRIP HOLDINGS, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

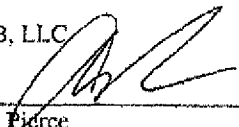
AIRSTRIP OPERATIONS, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer


AIRSTRIP IP HOLDINGS, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

AIRSTRIP OB, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

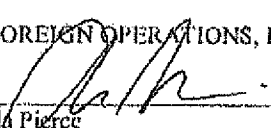
AIRSTRIP RPM, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

AIRSTRIP CARDIO, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

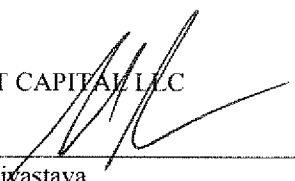
AIRSTRIP FOREIGN OPERATIONS, LLC

By:   
Name: Angela Pierce  
Title: Chief Financial Officer

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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

TRIPLEPOINT CAPITAL LLC

By:   
Name: Saja Srivastava  
Title: Chief Operating Officer

**SUPPLEMENT TO SCHEDULE A**

**To Plain English Intellectual Property Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Patent Name</b>	<b>Status and Date Filed</b>	<b>Application Number</b>
Airstrip IP Holdings, LLC	System and method for real time viewing of critical patient data on mobile devices	Pending; 12/12/2005	13/588,539
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published; 12/7/11	13/376,735
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	13/716,974
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	PCT/US2012/070040
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending; 7/17/13	13/980,295
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	13/861,525
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	PCT/US2013/036404
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	13/863,840
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036769
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	13/863,851
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036758
Airstrip IP Holdings, LLC	Systems and Methods For Integrating,	Pending; 3/1/13	61/771,591

	Unifying and Displaying Patient Data Across Healthcare Continua		
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,581
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,556
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,571
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,540
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/14/13	61/782,724
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/15/13	61/788,233
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	61/778,659
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,580
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,661

**SUPPLEMENT TO SCHEDULE B**

**To Plain English Intellectual Property Security Agreement**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Trademark Name</b>	<b>Status and Date Filed</b>	<b>Serial Number</b>
Airstrip Technologies, Inc.	AIRSTRIP	Allowed; 7/19/12	85/681,514
Airstrip Technologies, Inc.	AIRSTRIP	Pending, 7/19/12	85/681,511
Airstrip Technologies, Inc.	AIRSTRIP	Allowed, 7/19/12	85,681,507
Airstrip Technologies, Inc.	AIRSTRIP	Allowed, 7/19/12	85/681,505
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,316
Airstrip Technologies, Inc.	AIRSTRIP ONE	Pending, 10/12/12	85/753,312
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,310
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,307
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,306