

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Medical Devices, inc.		05/30/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	The Director of the Ohio Development Services Agency		
Street Address:	77 South High Street, 29th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	STATE AGENCY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3853144	SLEEPVIEW	
Registration Number:	2396270	CRYSTAL MONITOR	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark E. Musekamp		
Address Line 1:	One East 4th street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	OH5005/FI0031		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/Mark E. Musekamp/		
DATE SIGNED:	06/09/2014		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of May 30, 2014, is made by CLEVELAND MEDICAL DEVICES, INC., an Ohio corporation (the “*Borrower*”), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the “*Director*”).

Background Information

As a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of May 30, 2014 (the “*Loan Agreement*”) between the Borrower and the Director, the Borrower has executed and delivered to the Director that certain Security Agreement dated as of May 30, 2014, made by and among the Borrower and the Director (the “*Security Agreement*”); and

Under the terms of the Security Agreement, the Borrower has granted to the Director a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Director as follows:

Section 1. Grant of Security. The Borrower hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*IP Collateral*”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Director.

Section 3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

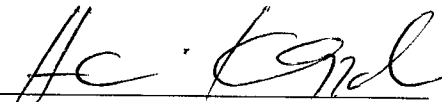
Section 5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

CLEVELAND MEDICAL DEVICES,
INC.

By 
Name: Hani Kayyali
Title: President

AGREED TO AND ACCEPTED:

THE DIRECTOR OF THE OHIO
DEVELOPMENT SERVICES
AGENCY


By 
Name:
Title: **Ryan D. Burgess**
Assistant Director

EXHIBIT A

SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Patents – Issued

1. **Wireless EEG System for Effective Auditory Evoked Response**
 - i. Patent No.: 5,755,230
 - ii. Issue Date: 05/26/1998
 - iii. Application No.: 08/529,646
 - iv. Filing Date: 09/18/1995
2. **Apparatus and Method for Efficient Wireless Communications in the Presence of Frequency Error (CMD-98-1)**
 - i. Patent No.: 5,970,105
 - ii. Issue Date: 10/19/1999
 - iii. Application No.: 09/075,610
 - iv. Filing Date: 05/11/1998
3. **Apparatus for Low Power Radio Communications (15008)**
 - i. Patent No.: 6,223,061
 - ii. Issue Date: 04/24/2001
 - iii. Application No.: 08/900,329
 - iv. Filing Date: 07/25/1997
4. **Quantitative Sleep Analysis Method and System (CMD-001)**
 - i. Patent No.: 6,993,380
 - ii. Issue Date: 01/31/2006
 - iii. Application No.: 10/454,156
 - iv. Filing Date: 06/04/2003
5. **Ambulatory Sleepiness and Apnea Propensity Evaluation System (CMD-010)**
 - i. Patent No.: 7,593,767
 - ii. Issue Date: 09/22/2009

- iii. Application No.: 11/453,709
 - iv. Filing Date: 06/15/2006
6. Automatic Continuous Positive Airway Pressure Treatment System with Fast Respiratory Response (CMD-044)
- i. Patent No.: 7,845,350
 - ii. Issue Date: 12/07/2010
 - iii. Application No.: 11/498,643
 - iv. Filing Date: 08/03/2006
7. Method of Quantifying a Subject's Wake or Sleep State and System for Measuring (CMD-009)
- i. Patent No.: 7,860,561
 - ii. Issue Date: 12/28/2010
 - iii. Application No.: 10/860,863
 - iv. Filing Date: 06/04/2004
8. Quantitative Method for the Therapeutic Treatment of Sleep Disorders (CMD-002)
- i. Patent No.: 7,865,234
 - ii. Issue Date: 01/04/2011
 - iii. Application No.: 11/021,594
 - iv. Filing Date: 12/22/2004
9. Integrated Sleep Diagnostic and Therapeutic System and Method (CMD-057)
- i. Patent No.: 7,942,824
 - ii. Issue Date: 05/17/2011
 - iii. Application No.: 11/879,934
 - iv. Filing Date: 07/19/2007
10. Integrated Sleep Diagnosis and Treatment Device and Method (CMD-023)
- i. Patent No.: 8,172,766
 - ii. Issue Date: 05/08/2012
 - iii. Application No.: 11/266,899
 - iv. Filing Date: 11/04/2005
11. Quantitative Method for Assessment of Excessive Daytime Sleepiness (CMD-079)
- i. Patent No.: 8,335,561

- ii. Issue Date: 12/18/2012
- iii. Application No.: 12/957,098
- iv. Filing Date: 11/30/2010

12. Novel and Unique Device for Determining Airway Obstructions (CMD-065)

- i. Patent No.: 8,424,527
- ii. Issue Date: 04/23/2013
- iii. Application No.: 12/231,741
- iv. Filing Date: 09/05/2008

13. EEG Data Acquisition System with Novel Features (CMD-022)

- i. Patent No.: 8,437,843
- ii. Issue Date: 05/07/2013
- iii. Application No.: 11/454,482
- iv. Filing Date: 06/16/2006

14. Integrated Diagnostic and Therapeutic System and Method for Improving Treatment of Subject with Complex and Central Sleep Apnea (CMD-058)

- i. Patent No.: 8,545,416
- ii. Issue Date: 10/01/2013
- iii. Application No.: 11/880,046
- iv. Filing Date: 07/19/2007

15. Sleep Diagnostic Device (CMD-074)

- i. Patent No.: D663,430
- ii. Issue Date: 07/10/2012
- iii. Application No.: 29/364,922
- iv. Filing Date: 06/30/2010

Patents – Pending Applications

16. Humidification for Continuous Positive Airway Pressure Systems (CMD-045)

- i. Application No.: 11/505,204
- ii. Filing Date: 08/16/2006

17. Filtration or Purification for Continuous Positive Airway Pressure Systems and Methods (CMD-046)

- i. Application No.: 11/526,251

- ii. Filing Date: 09/22/2006
- 18. Data Acquisition System for Remote Testing with Novel Features (CMD-050)
 - i. Application No.: 11/729,524
 - ii. Filing Date: 03/29/2007
- 19. Method and Device for In-Home Sleep and Signal Analysis (CMD-055)
 - i. Application No.: 11/811,156
 - ii. Filing Date: 06/08/2007
- 20. Method and Device for Sleep Analysis (CMD-056)
 - i. Application No.: 11/811,157
 - ii. Filing Date: 06/08/2007
- 21. Positive Airway Pressure Treatment System with Display (CMD-059)
 - i. Application No.: 11/999,198
 - ii. Filing Date: 12/04/2007
- 22. Medical Device and Method with Improved Biometric Verification (CMD-060)
 - i. Application No.: 12/228,461
 - ii. Filing Date: 08/13/2008
- 23. Method and Device for Sleep Analysis and Therapy (CMD-061)
 - i. Application No.: 12/228,462
 - ii. Filing Date: 08/13/2008
- 24. Device for Sleep Diagnosis (CMD-067)
 - i. Application No.: 12/370,996
 - ii. Filing Date: 02/13/2009
- 25. Apnea Propensity Evaluation System (CMD-070)
 - i. Application No.: 12/489,961
 - ii. Filing Date: 06/23/2009
- 26. Electrode for Measuring Electrophysiological Signals (CMD-071)
 - i. Application No.: 12/509,858
 - ii. Filing Date: 07/27/2009
- 27. Remote Sleep Monitoring System (CMD-072)
 - i. Application No.: 12/504,820
 - ii. Filing Date: 07/17/2009

28. Method of Quantifying a Subject's Wake or Sleep State and System for Measuring (CMD-077)
 - i. Application No.: 12/896,983
 - ii. Filing Date: 10/04/2010
29. Automatic Continuous Positive Airway Pressure Treatment System with Fast Respiratory Response (CMD-078)
 - i. Application No.: 12/913,567
 - ii. Filing Date: 10/27/2010
30. Integrated Sleep Diagnostic and Therapeutic System and Method (CMD-082)
 - i. Application No.: 13/074,901
 - ii. Filing Date: 03/29/2011
31. Device and Sensors for Sleep Disorder Diagnosis (CMD-084)
 - i. Application No.: 13/269,944
 - ii. Filing Date: 10/10/2011
32. Devices and Methods for Sleep Disorder Diagnosis and Treatment (CMD-087)
 - i. Application No.: 13/440,116
 - ii. Filing Date: 05/05/2012
33. Methods and Devices for Carbon Dioxide-Based Sleep Disorder Therapy (CMD-085)
 - i. Application No.: 13/626,011
 - ii. Filing Date: 09/25/2012
34. Lead Wire Connector for Measuring Electrophysiological Signals (CMD-086)
 - i. Application No.: 13/628,151
 - ii. Filing Date: 09/27/2012
35. Quantitative Sleep Analysis System and Method (CMD-088)
 - i. Application No.: 13/677,469
 - ii. Filing Date: 11/15/2012
36. Novel and Unique Device for Determining Airway Obstructions (CMD-089)
 - i. Application No.: 13/845,441
 - ii. Filing Date: 03/18/2013
37. Data Acquisition System with Novel Features (CMD-090)
 - i. Application No.: 13/853,436

ii. Filing Date: 03/29/2013

38. Integrated Diagnostic and Therapeutic System and Method for Improving Treatment of Subject with Complex and Central Sleep Apnea (CMD-092)

i. Application No.: 13/975,792

ii. Filing Date: 08/26/2013

39. Medical Device and Method with Improved Biometric Verification (CMD-093)

i. Application No.: 14/173,897

ii. Filing Date: 02/06/2014

Schedule 2 – Trademark Registrations and Applications

1. Crystal Monitor®
2. Sapphire PSG
3. SleepScout
4. SleepView®
5. SleepViewSM
6. Crystal PSG
7. iPSG
8. DreamPort
9. e-Crystal PSG

Schedule 3 – Copyright Registrations and Applications

None.

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