

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caldera Medical, Inc.		06/24/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of California		
<b>Street Address:</b>	12121 Wilshire Blvd.		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76433240	CALDERA	
<b>Serial Number:</b>	77027147	TRELLIS	
<b>Serial Number:</b>	77127075	DESARA	
<b>Serial Number:</b>	77650632	CENTRASOFT	
<b>Serial Number:</b>	78435022	CALDERA	
<b>Serial Number:</b>	78847736	MAKING LIFE BETTER	
<b>Serial Number:</b>	78949803	ASCEND	
<b>Serial Number:</b>	78969435	BENESTA	
<b>Serial Number:</b>	85622334	VERTESSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Andy Hackett		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		

OP \$240.00 76433240

<b>ATTORNEY DOCKET NUMBER:</b>	F150701
<b>NAME OF SUBMITTER:</b>	Daniel G. Katz
<b>SIGNATURE:</b>	/Daniel G. Katz/
<b>DATE SIGNED:</b>	07/10/2014

**Total Attachments: 5**

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## MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Caldera Medical, Inc., a corporation formed under the laws of California located at 5171 Clareton Drive Agoura Hills, CA 91301 (the "Company"), has adopted, used and is using the trademarks annexed hereto as Schedule A-1 and Schedule A-2 (the "Trademarks"), and

WHEREAS, The Company is obligated to National Bank of California, a California banking corporation (the "Lender"), located at 12121 Wilshire Blvd., Suite 1400, Los Angeles, CA 90025, pursuant to that certain Business Loan Agreement, dated July 27, 2012 and all other related documents comprising Loan No. 930755000 (as amended, modified, supplemented or restated from time to time the "Term Loan Agreement") and that certain Business Loan Agreement (Asset Based) dated July 27, 2012 together with the Change in Terms Agreement dated July 27, 2013 and that certain Change in Terms Agreement dated April 27, 2014 and all other related documents comprising Loan No. 930754000 (as amended, modified, supplemented or restated from time to time the "Line of Credit Agreement");

Whereas the Term Loan Agreement and the Line of Credit Agreement (together with all guarantees and each as amended, modified, supplemented or restated form time to time and any and all related documents shall collectively be referred to as the "Loan Documents");

WHEREAS, The Company, pursuant to that certain Intellectual Property Security Agreement, of substantially even date herewith (the "Intellectual Property Security Agreement"), pledged and hypothecated in favor of the Lender, and granted to the Lender a security interest in the Trademarks, together with the goodwill connected with the use thereof and symbolized thereby; and all actions for infringement concerning the foregoing; and

WHEREAS, pursuant the Intellectual Property Security Agreement, the Company is required to execute this Memorandum of Security Interest in Trademarks for the purposes of recording the pledge, hypothecation and security interested grated to the Lender in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the Company's indebtedness under the Loan Documents and the prompt and complete payment and performance of all of Company's obligations under the Loan Documents, and the Intellectual Property Security Agreement, and any and all other agreement the Company hereby pledges and hypothecates in favor of Lender, and hereby grants to the Lender a security interest in all of the Company's right title and interest in and to the Trademarks, together with the goodwill connected with the use thereof and symbolized thereby.

The foregoing pledge, hypothecation and security interest granted hereunder are granted in conjunction, and concurrently with, the pledge, hypothecation and security interest granted to Lender pursuant to the Intellectual Property Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the pledge, hypothecation and security interest in the Trademarks made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Memorandum of Security Interest in Trademarks and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall control.

The Company has caused this Memorandum of Security Interest in Trademarks to be executed by its duly authorized representative.

Dated: June 24, 2014

Caldera Medical, Inc., a California corporation

By: Bryon J. Merade

Name: Bryon Merade

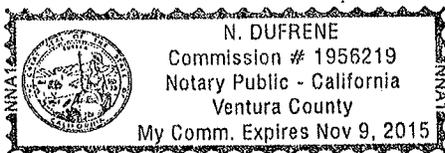
Title: President

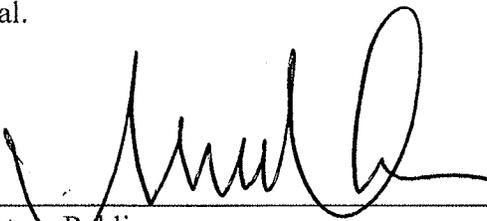
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 25 JUNE 2014, before me, N. DUFRENE, Notary Public, personally appeared BRYON MERADE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
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Notary Public

**SCHEDULE A-1**

**U.S. FEDERAL TRADEMARKS OF CALDERA MEDICAL, INC.**

<u>Mark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Reg. #</u>	<u>Published for Opposition</u>	<u>Status</u>
CALDERA	76433240	07/23/02	2940485	2/11/03	LIVE
TRELLIS	77027147	10/23/06	4084143	09/02/08	LIVE
DESARA	77127075	03/09/07	3458980	07/01/08	LIVE
CENTRASOFT	77650632	01/15/09	3923648	02/22/11	LIVE
<b>CALDERA</b>	78435022	06/14/04	3149598	09/26/06	LIVE
MAKING LIFE BETTER	78847736	03/28/06	3386703	02/19/08	LIVE
ASCEND	78949803	08/10/06	3659502	07/21/09	LIVE
Benesta	78969435	09/07/06	3379722	02/05/08	LIVE
VERTESSA	85622334	05/10/12		04/30/13	LIVE

**SCHEDULE "A-2"**

**NON-U.S. TRADEMARKS OF CALDERA MEDICAL, INC.**

<u>Jurisdiction</u>	<u>Mark</u>	<u>USPTO Reference No.</u>	<u>App. Date</u>	<u>International Reg. No.</u>	<u>International Registration Date</u>	<u>Status</u>
	ASCEND	A0007147	02/06/07	0916497	02/06/07	
	VERTESSA	85622334	05/10/12	1139801	11/07/12	