

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthsense, Inc.		10/19/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>Internal Address:</b>	Attn: Mike Field		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85970770	HEALTHNOTES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	355157-170		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	01/29/2015		
<b>Total Attachments: 5</b>			
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## 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

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
MYHEALTHSENSE	85555291	N/A		1/28/12
ENEIGHBOR	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
HEALTHNOTES	85970770			6/26/13

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
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
Health related social networking	N/A	13758662	Published	2/4/13
Occupancy sensor	N/A	14332832	Published	7/18/14
Activity monitoring	N/A	14082671	Published	11/18/13
Adaptive healthcare system	N/A	13758628	Published	2/4/13