

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareView Communications, Inc.		02/17/2015	CORPORATION: NEVADA
CareView Communications, Inc.		02/17/2015	CORPORATION: TEXAS
CareView Operations, LLC		02/17/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	HealthCor Partners Fund, L.P.		
Street Address:	152 West 57th Street		
Internal Address:	Carnegie Hall Towers		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3640615	NETVIEW	
Registration Number:	3640614	MOVIEVIEW	
Registration Number:	3640613	BABYVIEW	
Registration Number:	3640612	PATIENTVIEW	
Registration Number:	3627893	FACILITYVIEW	
Registration Number:	3627892	SECUREVIEW	
Registration Number:	3741523	NURSEVIEW	
Registration Number:	3627891	PHYSICIANVIEW	
Registration Number:	4141362	VIRTUAL BED RAILS	
Registration Number:	4218784	CAREVIEW SYSTEM	
Registration Number:	4240124	CAREVIEW COMMUNICATIONS	
Registration Number:	4218785	EQUIPMENTVIEW	
Registration Number:	4311560	SITTEVIEW	
Registration Number:	4294889	VIEW PRODUCTS	

CH \$690.00 3640615

Property Type	Number	Word Mark
Registration Number:	4311986	VIRTUAL CHAIR RAILS
Serial Number:	85298241	CAREVIEW NETWORKS
Serial Number:	85298248	PROCEDUREVIEW
Serial Number:	85607074	BEDVIEW
Serial Number:	85689134	GUESTVIEW
Serial Number:	85689162	CAREVIEW
Serial Number:	85689183	SEE THE POSSIBILITIES
Serial Number:	85689193	SEE THE POSSIBILITIES
Serial Number:	85689206	SEE THE POSSIBILITIES
Serial Number:	85689217	SEE THE POSSIBILITIES
Serial Number:	85729701	NICUVIEW
Serial Number:	85799912	EYECARE
Serial Number:	85826803	SERENITYVIEW

CORRESPONDENCE DATA

Fax Number: 2039757180

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.

Phone: 203-353-6834

Email: christina.london@lockelord.com

Correspondent Name: Locke Lord LLP

Address Line 1: P.O. Box 130; F.D.R. Station

Address Line 2: Paralegal Christina London

Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER: 304446-0008 CML

NAME OF SUBMITTER: Christina London

SIGNATURE: /christina london/

DATE SIGNED: 02/18/2015

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of February 17, 2015 by and among **HealthCor Partners Fund, L.P.**, a Delaware limited partnership with a principal office located at Carnegie Hall Towers, 152 West 57th Street, New York, NY 10019 ("HealthCor Partners"), as collateral agent ("Agent"), **CareView Communications, Inc.**, a Nevada corporation with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView NV"), **CareView Communications, Inc.**, a Texas corporation with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView TX") and **CareView Operations, LLC**, a Texas limited liability company with a principal office located at 405 State Highway 121, Suite B-240, Lewisville, TX 75067 ("CareView LLC") and together with CareView TX and CareView NV, collectively referred to herein as the "Grantor").

RECITALS

A. CareView NV, HealthCor Partners and HealthCor Hybrid Offshore Master Fund, L.P., a Cayman Islands limited partnership ("HealthCor Offshore"), entered into that certain Note and Warrant Purchase Agreement dated as of April 21, 2011 (as amended prior to the date hereof, the "Original Purchase Agreement");

B. In connection with the purchase of Notes under the Original Purchase Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of April 21, 2011 in favor of HealthCor Partners and HealthCor Offshore, as secured parties (as amended prior to the date hereof, the "Original Security Agreement").

C. As of the date hereof, HealthCor Partners and certain additional investors are purchasing additional Notes in the aggregate amount pursuant to that certain Fifth Amendment to Note and Warrant Agreement, which amends that certain Note and Warrant Purchase Agreement dated as of April 21, 2011 (as amended, restated or otherwise modified from time to time, the "Purchase Agreement") by and among CareView NV and the Investors party thereto;

D. The Secured Parties (as defined in the Security Agreement) are willing to purchase the Notes and make such cash advance to CareView NV, but only upon the condition, among others, that the Grantor shall grant to Agent for the benefit of the Secured Parties a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is defined below) to secure the Obligations (as defined in the Security Agreement (as defined below)) under the Purchase Agreement and the Transaction Documents.

C. Pursuant to the terms of the Purchase Agreement and that certain Amended and Restated Pledge and Security Agreement by and among Agent, the Secured Parties and the Grantor, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), the Grantor has granted to Agent for the ratable benefit of the Secured Parties 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 Purchase Agreement and the Transaction Documents, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure CareView NV's Obligations under the Purchase Agreement and the Transaction Documents, the Grantor grants and pledges to Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under the Grantor's intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to the Grantor now or that may hereafter be existing, created, acquired or held;

4. Any and all right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any and all right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, whether now or hereafter existing, created, acquired or held, and including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

This security interest is granted in conjunction with the security interest granted to Agent for the benefit of the Secured Parties under the Purchase Agreement and the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Transaction Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Purchase Agreement, the Security Agreement or any of the other Transaction 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. This agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of April 21, 2011 by and among the Secured Parties and Grantor.

[Signature page follows.]


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.

GRANTOR:

Address of Grantor:

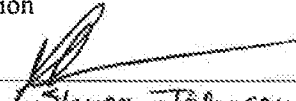
CAREVIEW COMMUNICATIONS, INC., a Nevada corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: 
Name: Steven Johnson
Title: President & CEO

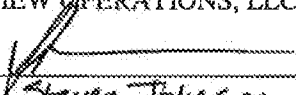
CAREVIEW COMMUNICATIONS, INC., a Texas corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: 
Name: Steven Johnson
Title: President & CEO

CAREVIEW OPERATIONS, LLC

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: 
Name: Steven Johnson
Title: President & CEO

AGENT:

Address of Agent:

HEALTHCOR PARTNERS FUND, L.P.

By: HealthCor Partners Management L.P., as Manager

By: HealthCor Partners Management, G.P., LLC, as General Partner

HealthCor Partners
Carnegie Hall Towers
152 West 57th Street
New York, NY 10019

By: _____
Name: Jeffrey C. Lightcap
Title: Senior Managing Director

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.

GRANTOR:

Address of Grantor:

CAREVIEW COMMUNICATIONS, INC., a Nevada corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: _____
Name: _____
Title: _____

CAREVIEW COMMUNICATIONS, INC., a Texas corporation

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: _____
Name: _____
Title: _____

CAREVIEW OPERATIONS, LLC

405 State Highway 121
Suite B-240
Lewisville, TX 75067
Attn: Steven G. Johnson

By: _____
Name: _____
Title: _____

AGENT:

Address of Agent:

HEALTHCOR PARTNERS FUND, L.P.

By: HealthCor Partners Management L.P., as Manager

By: HealthCor Partners Management, G.P., LLC, as General Partner

HealthCor Partners
Carnegie Hall Towers
152 West 57th Street
New York, NY 10019

By: 
Name: Jeffrey C. Lightcap
Title: Senior Managing Director

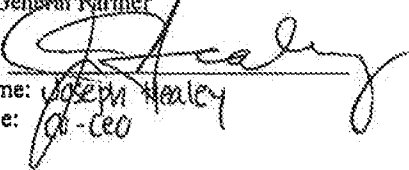
[signature page to Amended and Restated Intellectual Property Security Agreement]

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Consented to and agreed by:

HEALTHCOR HYBRID OFFSHORE MASTER
FUND, L.P.

By: HealthCor Hybrid Offshore G.P., LLC,
as General Partner

By: 
Name: Joseph Healey
Title: CO-CEO

[signature page to Amended and Restated Intellectual Property Security Agreement]

AM 42549999.3

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Non-Intrusive Data Transmission Network for Use in an Enterprise Facility and Method for Implementing	7,477,285	01/13/2009
System and Method for Documenting Patient Procedures in the U.S.	8,471,899	06/25/2013
Video Based Monitoring System (Badaway)	7,612,666	11/03/2009
System and Method for Using a Video Monitoring System to Prevent and Manage Decubitus Ulcers in Patients in the U.S.	8,675,059	03/18/2014
System and Method for Predicting Patient Falls in the U.S.	12/151,452	05/06/2008
System and Method for Using a Video Monitoring System to Prevent and Manage Decubitus Ulcers in Patients in the U.S.	14/188,396	02/24/2014
Electronic Patient Sitter Management System and Method for Implementing	13/714,587	12/19/2011
Noise Correcting Patient Fall Risk State System and Method for Predicting Patient Falls	Filed Pending	03/23/2012
System and Method for Monitoring a Fall State of a Patient while Minimizing False Alarms	14/039,931	09/28/2012
Patient Video Monitoring Systems and Methods having Detection Algorithm Recovery from Changes in Illumination	14/158,016	01/18/2013
Systems and Methods for Dynamically Identifying a Patient Support Surface and Patient Monitoring	14/209,726	03/18/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NetView	3640615	June 16, 2009
MovieView	3640614	September 29, 2009
BabyView	3640613	June 16, 2009
PatientView	3640612	June 16, 2009
FacilityView	3627893	May 26, 2009
SecureView	3627892	May 26, 2009
NurseView	3741523	January 26, 2010
PhysicianView	3627891	May 26, 2009
Virtual Bed Rails	4141362	May 15, 2012
CareView System	4218784	October 2, 2012
CareView Communications	4240124	November 13, 2012
EquipmentView	4218785	October 2, 2012
SitterView	4311560	April 2, 2013
View Products	4294889	February 26, 2013
Virtual Chair Rails	4311986	April 2, 2013
CareView Networks	85298241	April 18, 2011
ProcedureView	85298248	April 18, 2011
Bedview	85607074	April 24, 2012
GuestView	85689134	July 27, 2012
CareView	85689162	July 27, 2012
See The Possibilities	85689183	July 27, 2012
See The Possibilities	85689193	July 27, 2012
See The Possibilities	85689206	July 27, 2012
See The Possibilities	85689217	July 27, 2012
NICUView	85729701	September 14, 2012
EYECARE	85799912	December 11, 2012
SerenityView	85826803	January 18, 2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A