

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AliphCom		09/17/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BlackRock Advisors, LLC		
Street Address:	1 University Square Drive		
Internal Address:	c/o Global Allocation Group		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4654383	BODYSIGNS	
Registration Number:	2746197	FIREFLY	
Registration Number:	3542140	MANAGE ISCHEMIA	
Registration Number:	4343559	ONCALL	
Registration Number:	4403015	SPECTROS	
Registration Number:	3016725	T-STAT	
Registration Number:	2914305	T-STAT	
CORRESPONDENCE DATA			
Fax Number:	6172359802		
<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:	617-951-7860		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Joshua S. Jackson		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	MFOG-652		

CH \$190.00 4654383

NAME OF SUBMITTER:	Joshua S. Jackson
SIGNATURE:	/j jackson/
DATE SIGNED:	12/08/2015
Total Attachments: 4 source=Aliphcom TMK Sec Int#page1.tif source=Aliphcom TMK Sec Int#page2.tif source=Aliphcom TMK Sec Int#page3.tif source=Aliphcom TMK Sec Int#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, the "Trademark Security Agreement") is entered into as of September 17, 2015 by and among (i) AliphCom, a California corporation (the "Company" and "Grantor"), and (ii) BlackRock Advisors, LLC, a Delaware limited liability company ("Agent").

WITNESSETH:

WHEREAS, Grantor, the Purchasers identified therein and Agent entered into the Note Purchase Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Company shall issue certain secured convertible promissory notes (the "Notes") and Grantor shall Guarantee the Obligations;

WHEREAS, Grantor and Agent entered into the Security Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in order to induce the Purchasers to purchase the Notes and to secure the Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Obligations, as applicable, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's entire right, title and interest in and to the following, whether now owned or hereafter acquired arising (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, symbolized by, each Trademark and each Trademark Intellectual Property License;

(c) all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, all records and files relating to Grantor's Trademarks and Trademark Intellectual Property Licenses; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken

together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17, AND 8.18 OF THIS SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ALIPHCOM,
a California corporation

By: 

Name: Michael Edward Smith Luna

Title: Chief Technology Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BLACKROCK ADVISORS, LLC

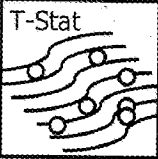
By: 

Name: Lisa O'Donnell

Title: Managing Director, Automated Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
BODYSIGNS	ALIPHCOM	86214962	3/7/2014	4654383	12/9/2014
FIREFLY	ALIPHCOM	76340772	11/20/2001	2746197	8/5/2003
MANAGE ISCHEMIA	ALIPHCOM	77021264	10/14/2006	3542140	12/2/2008
ONCALL	ALIPHCOM	85548663	2/21/2012	4343559	5/28/2013
SPECTROS	ALIPHCOM	85839274	2/2/2013	4403015	9/17/2013
	ALIPHCOM	76541930	8/29/2003	3016725	11/22/2005
T-STAT	ALIPHCOM	76541928	8/29/2003	2914305	12/28/2004