

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM387530

<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>
VITAL CONNECT, INC.		06/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERCEPTIVE CREDIT OPPORTUNITIES FUND, L.P.		
<b>Street Address:</b>	51 Astor Place, 10th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85592741	B~ACTIVE	
<b>Serial Number:</b>	85592715	B~ASSURED	
<b>Serial Number:</b>	85592749	B~SAFE	
<b>Serial Number:</b>	85592728	B~SURE	
<b>Serial Number:</b>	85592735	B~WELL	
<b>Registration Number:</b>	4645926		
<b>Serial Number:</b>	85767466	CONTEXTUAL HEART RATE	
<b>Registration Number:</b>	4594270	HEALTHPATCH	
<b>Serial Number:</b>	86234603	HEALTHSTUDY	
<b>Serial Number:</b>	86234596	HEALTHWATCH	
<b>Serial Number:</b>	85592760	IMPROVE LIFE	
<b>Serial Number:</b>	85592755	IMPROVE LIFE FOR YOUNG AND OLD	
<b>Serial Number:</b>	85482160	IPATCH	
<b>Serial Number:</b>	86376483	MEDISUMER	
<b>Serial Number:</b>	85594843	SENSOR FUSION	
<b>Registration Number:</b>	4913933	VITAL CONNECT	
<b>Serial Number:</b>	85840546	VITALAPP	
<b>Serial Number:</b>	85829402	VITALCLOUD	

CH \$465.00 85592741

**CORRESPONDENCE DATA****Fax Number:** 7037607777

*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:** 703-760-7360**Email:** hcheng@mofo.com**Correspondent Name:** Hsiao-Ting Cheng**Address Line 1:** 1650 Tysons Boulevard**Address Line 4:** McLean, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	72295-13
<b>NAME OF SUBMITTER:</b>	Alisha Jannel Turak
<b>SIGNATURE:</b>	/Alisha Jannel Turak/
<b>DATE SIGNED:</b>	06/10/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2016 (*“Trademark Security Agreement”*), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the *“Trademark Grantors”*), is in favor of Perceptive Credit Opportunities Fund, LP, as collateral agent (in such capacity, the *“Collateral Agent”*) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of June 7, 2016 (the *“Security Agreement”*) in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the *“Trademark Collateral”*), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made

and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this  
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized  
officer as of the date first above written.

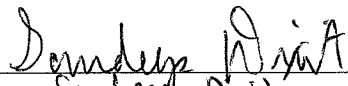
VITAL CONNECT, INC.

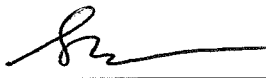
By Nersi Nazari  
Name: Nersi Nazari  
Title: Chief Executive Officer

Accepted and agreed,

**PERCEPTIVE CREDIT OPPORTUNITIES  
FUND, LP, as Collateral Agent**

**By: PERCEPTIVE CREDIT OPPORTUNITIES  
GP, LLC, its general partner**

By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: SAM CHAWLA  
Title: PORTFOLIO MANAGER

**TRADEMARKS**Trademark Registrations and Applications

<b>Mark</b>	<b>Country</b>	<b>Status</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
B-ACTIVE	United States	Abandoned	4/9/12	85/592,741		
B-ASSURED	United States	Abandoned	4/9/12	85/592,715		
B-SAFE	United States	Suspended	4/9/12	85/592,749		
B-SURE	United States	Abandoned	4/9/12	85/592,728		
B-WELL	United States	Abandoned	4/9/12	85/592,735		
black & white logo only	United States	Registered	4/30/13	85/919,211	11/25/14	4,645,926
CONTEXTUAL HEART RATE	United States	Abandoned	10/30/12	85/767,466		
HEALTHPATCH	Canada	Pending	2/7/14	1663087		
HEALTHPATCH	China	Abandoned	2/7/14	14003558		
HEALTHPATCH	EPO	Abandoned	2/6/14	12570701		
HEALTHPATCH	Japan	Registered	2/6/14	2014-008830	7/11/14	5685470
HEALTHPATCH	United States	Registered	8/6/13	86/030,750	8/26/14	4,594,270
HEALTHSTUDY	United States	Abandoned	3/27/14	86/234,603		
HEALTHWATCH	United States	Abandoned	3/27/14	86/234,596		
IMPROVE LIFE	United States	Abandoned	4/9/12	85/592,760		
IMPROVE LIFE FOR YOUNG AND OLD	United States	Abandoned	4/9/12	85/592,755		
IPATCH	United States	Abandoned	11/28/11	85/482,160		
MEDISUMMER	United States	Abandoned	8/25/14	86/376,483		
PROSUMMER	United States	Abandoned	8/25/14	86/376,473		
SENSOR FUSION	United States	Abandoned	4/11/12	85/594,843		
VITAL CONNECT	United States	Registered	4/9/12	85/592,766	3/8/16	4,913,933
VITALAPP	United States	Allowed	2/4/13	85/840,546		
VITALCLOUD	United States	Allowed	1/22/13	85/829,402		

VITALCONNECT and logo	United States	Registered	4/10/13	85/900,939	11/25/14	4,645,894
VITALCONNECTOR	Canada	Pending	4/26/16	1779355		
VITALCONNECTOR	China	Pending	4/27/16			
VITALCONNECTOR	EPO	Pending	4/22/16	15369713		
VITALCONNECTOR	Japan	Pending	4/28/16	2016-48372		
VITALCONNECTOR	United States	Pending	11/11/15	86/817,275		
VITALCORE	Canada	Pending	8/19/15	1742507		
VITALCORE	China	Pending	7/23/15	17494261		
VITALCORE	EPO	Pending	9/21/15	14579701		
VITALCORE	Japan	Registered	9/16/15	2015-089745	3/4/16	5832348
VITALCORE	United States	Allowed	1/7/15	86/497,964		
VITALPATCH	United States	Allowed	2/4/13	85/840,552		
VITALWATCH	United States	Pending	2/15/16	86/908,443		

TRADEMARK

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RECORDED: 06/10/2016