

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAS Medical Systems, Inc.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Solar Capital Ltd.		
Street Address:	500 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3230335	FOR EVERY LIFE AND BREATH SITUATION	
Registration Number:	2801249	MAXNIBP	
Registration Number:	1560705	CAS	
Registration Number:	3226586	CASMED	
Registration Number:	3281295	FOR WHAT'S VITAL	
Registration Number:	3313195	FORE-SIGHT	
Registration Number:	3344769	LASER-SIGHT	
Registration Number:	3735396	COOL-LIGHT	
Registration Number:	4506004	FORE-SIGHT ELITE	
Registration Number:	4778304	INTELLIGENT MONITORING DEFINED	
Registration Number:	4969249	MAXIQ	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$290.00 3230335

TRADEMARK

ATTORNEY DOCKET NUMBER:	054439-0022
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/30/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Solar Capital Ltd. (“**Solar**”), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders (as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), among CAS Medical Systems, Inc. (“**Borrower**”), the other loan parties party thereto from time to time, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make Loans to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Loan and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement, and to induce the Lenders to make the Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all rights, title and interests arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business of such Grantor connected with the use thereof, all registrations and recordation thereof, all foreign counterparts thereto, all applications in connection therewith and any other ancillary rights thereto (“**Trademarks**”) including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

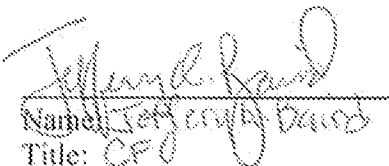
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CAS MEDICAL SYSTEMS, INC., as Grantor

By:

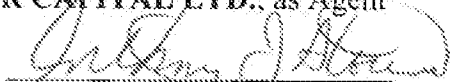

Name: Jeffrey A. Davis
Title: CFO

[Signature Page to Trademark Security Agreement (CAS Medical)]

ACCEPTED AND AGREED
as of the date first above written:

SOLAR CAPITAL LTD., as Agent

By:



Name: Anthony J. Strano

Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

(See Attached)

Trademark	Application No.	Registration No.	Registration Date	Status
FOR EVERY LIFE AND BREATH SITUATION	76/641,286	3230335	4/17/2007	Registered
MAXNIBP	76/471,756	2801249	12/30/2003	Registered
CAS	73/779,026	1560705	10/17/1989	Registered
CASMED	76/662,465	3226586	4/10/2007	Registered
FOR WHAT'S VITAL	76/662,466	3281295	8/21/2007	Registered
FORE-SIGHT	76/656,020	3313195	10/16/2007	Registered
LASER-SIGHT	76/656,019	3344769	10/16/2007	Registered
COOL-LIGHT	76/698,567	3735396	7/13/2010	Registered
FORE-SIGHT ELITE	85/609,577	4506004	12/29/2009	Registered
INTELLIGENT MONITORING DEFINED	86/232,898	4778304	7/21/2015	Registered
MAXIQ	86/229,533	4969249	5/31/2016	Registered
THE CONFIDENCE OF KNOWING	86/892,585			Pending Trademark (Intent to use)
StHb	87/044,629			Pending Trademark (Intent to use)