

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novasom, Inc.		03/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Safeguard Delaware, Inc.		
Street Address:	1105 N. Market Street		
Internal Address:	Suite 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
Name:	Quaker Bioventures II, L.P.		
Street Address:	2929 Arch Street		
Internal Address:	Circa Centre		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Partnership: DELAWARE		
Name:	TPG Biotechnology Partners II, L.P.		
Street Address:	345 California Street		
Internal Address:	Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Partnership: DELAWARE		
Name:	John Spitznagel		
Street Address:	419 Tidal Drive		
City:	Beach Haven		
State/Country:	NEW JERSEY		
Postal Code:	08008		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Francis H. Koch and John F. Koch Trustees of the Survivors's Trust under		

TRADEMARK

	The Koch Family Trust Agreement dated August 19, 2003
Street Address:	403 Ramona Road
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	Trust: UNITED STATES
Name:	J. Gregory A Hartzler
Street Address:	1245 Wilson Avenue
City:	Gosken
State/Country:	INDIANA
Postal Code:	46526
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85118635	ACCUSOM
Serial Number:	76338692	NOVASOM
Serial Number:	76411763	MEDITRACK
Serial Number:	75599443	SLEEP SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 9197814865

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: 9197814000

Email: ip@wyrick.com

Correspondent Name: Devon E. White

Address Line 1: 4101 Lake Boone Trail

Address Line 2: Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:	Devon E. White
SIGNATURE:	/DEW/
DATE SIGNED:	04/03/2017

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 13, 2017, by and between the undersigned secured parties (collectively, the “*Secured Parties*”), and NOVASOM, INC., a Delaware corporation (“*Grantor*”).

RECITALS

A. The Secured Parties have agreed to make certain loans and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Note Purchase Agreement dated May 22, 2015, by and between the Secured Parties and Grantor, as amended by that certain First Amendment to Note Purchase Agreement dated March 8, 2016, and that certain Second Amendment to Note Purchase Agreement dated February 28, 2017 (as the same may be amended, modified or supplemented from time to time, the “*Note Purchase Agreement*”), and those certain Secured Subordinated Convertible Promissory Notes issued pursuant to the Note Purchase Agreement by the Grantor to the Secured Parties (as the same may be amended, modified or supplemented from time to time, the “*Notes*”; capitalized terms used herein that are not defined are used as defined in the Notes).

B. The Secured Parties are willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

C. Pursuant to the terms of the Notes, Grantor has granted to 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 Notes and the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to the Secured Parties, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Notes. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Notes and the Note

Purchase Agreement, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Notes or the Note Purchase 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Notes or the Note Purchase Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

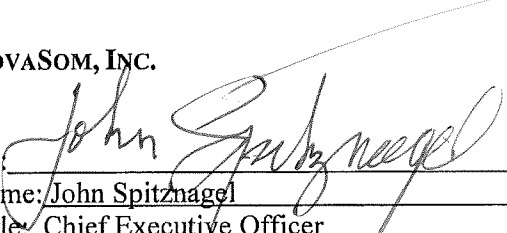
IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

801 Cromwell Park Drive, Suite 108
Glen Burnie, MD 21061

NOVASOM, INC.

By: 
Name: John Spitznagel
Title: Chief Executive Officer

SECURED PARTIES:

Address:

1105 N. Market St., Suite 1300
Wilmington, DE 19801

SAFEGUARD DELAWARE, INC.

By: _____
Name: _____
Title: _____

Address:

Circa Centre
2929 Arch Street
Philadelphia, PA 19104

QUAKER BIOVENTURES II, L.P.

By: Quaker BioVentures Capital II, L.P.,
its general partner

By: Quaker BioVentures Capital II, LLC,
its general partner

By: _____
Name: _____
Title: _____

Address:

345 California Street, Suite 3300
San Francisco, CA 94104

TPG BIOTECHNOLOGY PARTNERS II, L.P.

By: TPG Biotechnology GenPar II, L.P.,
its general partner

By: TPG Biotechnology GenPar II Advisors, LLC,
its general partner

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to Intellectual Property Security Agreement]

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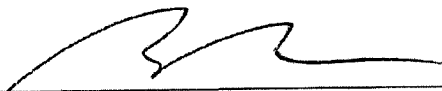
By: _____
Name: John Spitznagel
Title: Chief Executive Officer

SECURED PARTIES:

Address:

1105 N. Market St., Suite 1300
Wilmington, DE 19801

SAFEGUARD DELAWARE, INC.

By:  _____
Name: Brian J. Sisko
Title: Vice President

Address:

Circa Centre
2929 Arch Street
Philadelphia, PA 19104

QUAKER BIOVENTURES II, L.P.

By: Quaker BioVentures Capital II, L.P.,
its general partner

By: Quaker BioVentures Capital II, LLC,
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By: Quaker BioVentures Capital II, LLC,
its general partner

By: _____
Name: _____
Title: _____

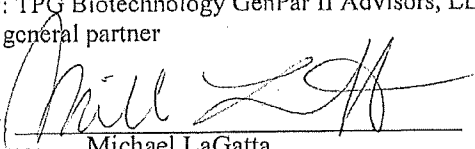
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By: TPG Biotechnology GenPar II, L.P.,
its general partner

By: TPG Biotechnology GenPar II Advisors, LLC,
its general partner

By:  _____
Name: Michael LaGatta
Title: Vice President
Date: _____

[Signature Page to Intellectual Property Security Agreement]

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801 Cromwell Park Drive, Suite 108
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By: _____
Name: John Spitznagel
Title: Chief Executive Officer

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Address: **SAFEGUARD DELAWARE, INC.**

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Wilmington, DE 19801

By: _____
Name: _____
Title: _____

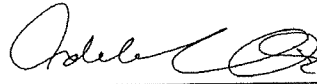
Address:

QUAKER BIOVENTURES II, L.P.

Circa Centre
2929 Arch Street
Philadelphia, PA 19104

By: Quaker BioVentures Capital II, L.P.,
its general partner

By: Quaker BioVentures Capital II, LLC,
its general partner

By:  _____
Name: Adele C. Oliva
Title: Executive Manager

Address:

TPG BIOTECHNOLOGY PARTNERS II, L.P.

345 California Street, Suite 3300
San Francisco, CA 94104

By: TPG Biotechnology GenPar II, L.P.,
its general partner

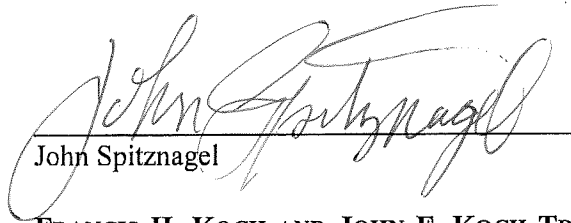
By: TPG Biotechnology GenPar II Advisors, LLC,
its general partner

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to Intellectual Property Security Agreement]

Address:

419 Tidal Drive
Beach Haven, NJ 08008



John Spitznagel

Address:

403 Ramona Road
Portola Valley, CA 94028

**FRANCIS H. KOCH AND JOHN F. KOCH TRUSTEES OF
THE SURVIVOR'S TRUST UNDER THE KOCH FAMILY
TRUST AGREEMENT DATED AUGUST 19, 2003**

By: _____
Name: Francis H. Koch
Title: Trustee

By: _____
Name: John F. Koch
Title: Trustee

Address:

1245 Wilson Avenue
Gosken, IN 46526

J Gregory A. Hartzler

Address:

419 Tidal Drive
Beach Haven, NJ 08008

John Spitznagel

Address:

403 Ramona Road
Portola Valley, CA 94028

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Title: Trustee

By: John F. Koch
Name: John F. Koch
Title: Trustee

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J Gregory A. Hartzler

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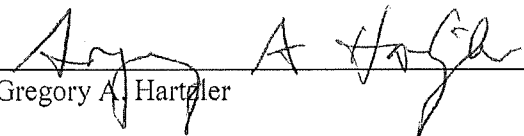
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TRUST AGREEMENT DATED AUGUST 19, 2003**

By: _____
Name: Francis H. Koch
Title: Trustee

By: _____
Name: John F. Koch
Title: Trustee

Address:

1245 Wilson Avenue
Gosken, IN 46526



J Gregory A. Hartler

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE	N/A	N/A

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Issue Date</u>
APPARATUS AND METHOD FOR BREATH MONITORING	6213955	04/10/2001
MULTI-CHANNEL SELF-CONTAINED APPARATUS AND METHOD FOR DIAGNOSIS OF SLEEP DISORDERS	6171258	01/09/2001
OBSTRUCTIVE SLEEP APNEA DETECTION APPARATUS AND METHOD USING PATTERN RECOGNITION	6290654	09/18/2001

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
ACCUSOM	85118635	08/30/2010
NOVASOM	76338692	11/14/2001
MEDITRACK	76411763	05/24/2002
SLEEP SOLUTIONS	75599443	11/25/1998
SLEEP SOLUTIONS*	001185370	08/24/2000

*Registered with the European Union Intellectual Property Office