

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digirad Corporation		06/21/2017	Corporation: DELAWARE
Telerhythmics, LLC		06/21/2017	Limited Liability Company: TENNESSEE
DMS Health Technologies, Inc.		06/21/2017	Corporation: NORTH DAKOTA
DMS Health Technologies-Canada, Inc.		06/21/2017	Corporation: NORTH DAKOTA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4850584	DIGIRAD
Registration Number:	2942886	CARDIUS
Registration Number:	4648909	MONITORING THE RHYTHM OF LIFE
Registration Number:	4645075	
Registration Number:	4645073	TELERHYTHMICS
Registration Number:	5097435	DMS HEALTH
Serial Number:	86887325	DMS HEALTH
Registration Number:	5047119	DRIVING HEALTHCARE HOME.
Registration Number:	3721441	DMS HEALTH TECHNOLOGIES
Registration Number:	2947218	DMS

CORRESPONDENCE DATA

Fax Number: 3134968454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3134967912
Email: berger@millercanfield.com
Correspondent Name: Kimberly A. Berger
Address Line 1: 150 West Jefferson
Address Line 2: Suite 2500
Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	Kimberly A. Berger
SIGNATURE:	/Kimberly A. Berger/
DATE SIGNED:	06/22/2017

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is made as of June 21, 2017 by and among **Digirad Corporation**, a Delaware corporation (“Borrower”), **Telerhythmics, LLC**, a Tennessee limited liability company, **DMS Health Technologies, Inc.**, a North Dakota corporation, **DMS Health Technologies-Canada, Inc.**, a North Dakota corporation, and such other entities which from time to time become parties hereto (collectively, including Borrower, the “Grantors” and individually each a “Grantor”), and **Comerica Bank** (“Secured Party”).

RECITALS

A. Secured Party has agreed to lend to Borrower certain funds (the “Loan”), and Borrower desires to borrow such funds from Secured Party pursuant to the terms of that certain Revolving Credit Agreement dated as of the date hereof between Borrower and Bank, as amended, restated or otherwise modified from time to time (the “Loan Agreement”). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantors have agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantors to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Indebtedness (as defined in the Loan Agreement), each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor’s entire right, title and interest in, to and under the following (all of which shall collectively be called the “Intellectual Property Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) 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;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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.

2. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement against any relevant registrations, applications, and/or issued patents.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To Grantor's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) For any Intellectual Property Collateral not yet registered, or applied to be registered, with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, Grantor shall file applications to register those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall apply to register with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(g) Grantor shall (i) give Secured Party not less than thirty (30) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to

the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(h) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(k) Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3, provided such audit may not occur more often than once in any 12-month period, unless an Event of Default has occurred and is continuing. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within fifteen (15) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) above;

(m) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions that any Grantor is required under this Agreement to take but which such Grantor fails to take, after fifteen (15) days' notice to Grantors. Grantors shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, without first obtaining Grantor's approval of or signature to such modification, Exhibit A, Exhibit B and Exhibit C, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Any Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days after the earlier of (i) notice from Bank to Grantor of the occurrence of such breach or (ii) the date on which Grantor otherwise became aware of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantors to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantors and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTORS AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Grantors:
13100 Gregg Street, Suite A
Poway, CA 92064

GRANTORS:

Digirad Corporation, a Delaware corporation

By: _____

Jeffry R. Keyes

Its: Chief Financial Officer

Telerhythmics, LLC, a Tennessee limited liability company

By: _____

Jeffry R. Keyes

Its: Chief Financial Officer

DMS Health Technologies, Inc., a North Dakota corporation

By: _____

Jeffry R. Keyes

Its: Chief Financial Officer

DMS Health Technologies-Canada, Inc., a North Dakota corporation

By: _____

Jeffry R. Keyes

Its: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:

39200 Six Mile Road, MC 7578
Livonia, MI 48152

Comerica Bank

By: _____

J.P. Bouchereau

Its: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Grantors:
13100 Gregg Street, Suite A
Poway, CA 92064

GRANTORS:

Digirad Corporation, a Delaware corporation

By: _____
Jeffrey R. Keyes
Its: Chief Financial Officer

Telerhythmics, LLC, a Tennessee limited liability company

By: _____
Jeffrey R. Keyes
Its: Chief Financial Officer

DMS Health Technologies, Inc., a North Dakota corporation

By: _____
Jeffrey R. Keyes
Its: Chief Financial Officer

DMS Health Technologies-Canada, Inc., a North Dakota corporation

By: _____
Jeffrey R. Keyes
Its: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:

39200 Six Mile Road, MC 7578
Livonia, MI 48152

Comerica Bank

By: _____
J.P. Bouchereau
Its: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Grantors:
13100 Gregg Street, Suite A
Poway, CA 92064

GRANTORS:

Digirad Corporation, a Delaware corporation

By: _____
Jeffry R. Keyes
Its: Chief Financial Officer

Telerhythmics, LLC, a Tennessee limited liability company

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DMS Health Technologies, Inc., a North Dakota corporation

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Jeffry R. Keyes
Its: Chief Financial Officer

DMS Health Technologies-Canada, Inc., a North Dakota corporation

By: _____
Jeffry R. Keyes
Its: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:
39200 Six Mile Road, MC 7578
Livonia, MI 48152

Comerica Bank
By: _____
J.P. Bouchereau
Its: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent	App./Patent No.	Owner
Semiconductor radiation detector with enhanced charge collection	5677539	Digirad Corporation
Medical System for obtaining multiple images of a body from different perspectives	5742060	Digirad Corporation
Semiconductor Gamma-Ray camera and medical imaging system	5786597	Digirad Corporation
Semiconductor Gamma-Ray camera and medical imaging system	5847396	Digirad Corporation
Apparatus for securing a medical imaging device to body	5967983	Digirad Corporation
Radiation detector with shielding electrode	6037595	Digirad Corporation
Semiconductor radiation detector with enhanced charge collection	6046454	Digirad Corporation
Bifurcated gamma camera system	6055450	Digirad Corporation
Semiconductor gamma- ray camera and medical imaging system	6080984	Digirad Corporation
Semiconductor gamma- ray camera and medical imaging system	6091070	Digirad Corporation
Low profile open ring single photon emission computed tomographic imager	6147352	Digirad Corporation
Emission-data-based photon scatter correction in computed nuclear imaging technology	7569827	Digirad Corporation
Using large field-of-view data to improve small field-of-view imaging	7683341	Digirad Corporation
Multi-short-scan technique in spect imaging	7700921	Digirad Corporation
Combined cold plate and radiation shield	7732780	Digirad Corporation
Use of hybrid collimation for interleaved emission and transmission scans for spect	8362438	Digirad Corporation
Discrete sampling of gamma ray field over multiple portions using multiple heads with spaces between the different portions	7668288	Digirad Corporation
Capacitive Bypass	7605397	Digirad Corporation
Small field-of-view detector head ("SPECT") attenuation correction system	7560699	Digirad Corporation
Fabrication of low leakage-current backside illuminated photodiodes	7417216	Digirad Corporation
Automated three dimensional patient tracking during medical imaging procedures	7365334	Digirad Corporation
Fabrication of low leakage-current backside illuminated photodiodes	7297927	Digirad Corporation
Fabrication of low leakage-current backside illuminated photodiodes	7256386	Digirad Corporation

Patent	App./Patent No.	Owner
Signal enhancement module	7164130	Digirad Corporation
Charge pump power supply with noise control	7019783	Digirad Corporation
Fabrication of low leakage-current backside illuminated photodiodes	6670258	Digirad Corporation
Insulator/metal bonding island for active-area silver epoxy bonding	6630735	Digirad Corporation
Indirect back surface contact to semiconductor devices	6504178	Digirad Corporation
Semiconductor radiation detector with downconversion element	6194726	Digirad Corporation
Semiconductor gamma-ray camera and medical imaging system	6194715	Digirad Corporation
Semiconductor gamma-ray camera and medical imaging system	6172362	Digirad Corporation

EXHIBIT C

Trademarks

Trademark	App./Reg. No.	Owner
DIGIRAD	4850584	Digirad Corporation
CARDIUS	2942886	Digirad Corporation
MONITORING THE RHYTHM OF LIFE	4648909	Telerhythmics, LLC
Design only	4645075	Telerhythmics, LLC
TELERHYTHMICS	4645073	Telerhythmics, LLC
DMS HEALTH and Design – Class 44	5097435	DMS Health Technologies, Inc.
DMS HEALTH and Design – Class 38	86887325	DMS Health Technologies, Inc.
DRIVING HEALTHCARE HOME	5047119	DMS Health Technologies, Inc.
DMS HEALTH TECHNOLOGIES	3721441	DMS Health Technologies, Inc.
DMS DESIGN	2947218	DMS Health Technologies, Inc.