

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVASOM, INC.		01/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	2350 MISSION COLLEGE BLVD., SUITE 988		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	BANKING CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4147299	ACCUSOM	
Registration Number:	3046537	NOVASOM	
Registration Number:	2998589	MEDITRACK	
Registration Number:	2472019	SLEEP SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	300614-188		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	02/06/2018		
Total Attachments: 6			

CH \$115.00 4147299

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 25, 2018 by and between EAST WEST BANK (“**Bank**”) and NOVASOM, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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 the United States Patent and Trademark Office, the United States Copyright Office, or the European Union Intellectual Property Office, as applicable.

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.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

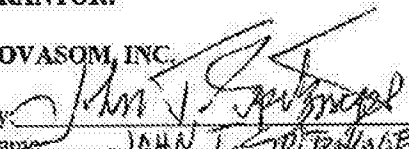
GRANTOR:

Address of Grantor:

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

Attn: Chief Executive Officer

NOVASOM, INC.

By: 
Name: JOHN J. SPITZNAGEL
Title: CEO

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054

Attn: James Tai, Managing Director,
Group Head of Life Sciences

EAST WEST BANK

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

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

Attn: Chief Executive Officer

NOVASOM, INC.

By: _____
Name: _____
Title: _____

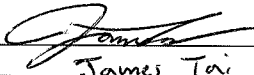
BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054

Attn: James Tai, Managing Director,
Group Head of Life Sciences

EAST WEST BANK

By:  _____
Name: James Tai
Title: Managing Director / Head of Life Sciences

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
APPARATUS AND METHOD FOR BREATH MONITORING	6,213,955	04/10/2001
MULTI-CHANNEL SELF-CONTAINED APPARATUS AND METHOD FOR DIAGNOSIS OF SLEEP DISORDERS	6,171,258	01/09/2001
OBSTRUCTIVE SLEEP APNEA DETECTION APPARATUS AND METHOD USING PATTERN RECOGNITION	6,290,654	09/18/2001

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
ACCUSOM	4,147,299	05/22/2012
NOVASOM	3,046,537	01/17/06
MEDITRACK	2,998,589	09/20/2005
SLEEP SOLUTIONS	2,472,019	07/24/2001
SLEEP SOLUTIONS*	001185370	08/24/2000

*Registered with the European Union Intellectual Property Office