

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSPIRE HEALTH, INC.		06/28/2018	Corporation: COLORADO
NSPIRE HEALTH, L.L.C.		06/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86859500	IRIS	
Serial Number:	86852825	IRIS	
Registration Number:	4694397	KOKO	
Registration Number:	2704572	PIKO	
Registration Number:	1857233	POCKETPEAK	
CORRESPONDENCE DATA			
Fax Number:	6506440520		
<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:	6506483802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 Middlefield Road Suite 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/28/2018		

OP \$140.00 86859500

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 2018 by and between nSpire Health, Inc., a Colorado corporation (“nSpire”), and nSpire Health, L.L.C., a Delaware limited liability company (“Parent”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”). nSpire and Parent are each referred to herein as a “Borrower” and collectively, as the “Borrowers”.

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and 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. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright 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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]


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.

Address of Borrowers:

1830 Lefthand Circle
Longmont, CO 80501
Attn: Michael Sims -- CEO
Email: mssims@nspirehealth.com

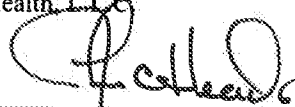
BORROWERS:

nSpire Health, Inc.

By: 
Name: MICHAEL SIMS
Title: CEO

BORROWERS:

nSpire Health, L.L.C.

By: 
Name: JOHN C. HEAD III
Title: CHAIRMAN

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

LENDER:

Montage Capital II, L.P.

By: _____
Name: _____
Title: _____

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.

Address of Borrowers:

1830 Lefthand Circle
Longmont, CO 80501
Attn: Michael Sims - CEO
Email: msims@nspirehealth.com

BORROWERS:

nSpire Health, Inc.

By: _____

Name: _____

Title: _____

BORROWERS:

nSpire Health, L.L.C.

By: _____

Name: _____

Title: _____

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

LENDER:

Montage Capital II, L.P.

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

SCHEDULE A

Copyrights

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>
nSpire	Method and system for DLCO quality control testing	9,186,090	November 17, 2015
nSpire	Method and apparatus for analyzing pulmonary performance	8,721,561	May 13, 2014
nSpire	Ventilatory instrument for measuring peak expiratory flow	5,253,651	October 19, 1993
nSpire	Disposable bacteria filter	5,337,739	August 16, 1994
nSpire	Disposable multitest bacteria filter	5,390,668	February 21, 1995
nSpire	Flow-controlled calibration syringe	5,827,941	October 27, 1998
nSpire	Aerosol enhancement	6,257,231	July 10, 2001
nSpire	Method and apparatus for tracking usage of a respiratory measurement device	6,824,520	November 30, 2004
nSpire	Incentive audio for pulmonary function diagnostics	12/506826	July 21, 2009
nSpire	System and Method for Remote Healthcare Monitoring	12/508830	July 24, 2009
nSpire	Method and apparatus for analyzing pulmonary performance	14/254591	April 16, 2014

SCHEDULE C

Trademarks

If None, check this box:

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Reg. Date</u>
nSpire	IRIS	86859500		Dec. 28, 2015
nSpire	IRIS	86852825		Dec. 17, 2015
nSpire	NSPIRE	86166764		*
nSpire	KOKO	86166763	4694397	Mar. 3, 2015
nSpire	RAPTOR	78364821	2925341	*
nSpire	HAWK	78364749	2925339	*
nSpire	QUANTUM RESEARCH FERRARIS GLOBAL SOLUTIONS FOR CLINICAL TRIALS	78444862		*
nSpire	EAGLE	78364796	2985187	*
nSpire	OWL	78364784	2983074	*
nSpire	PIKOLOGIC	77458583	3925937	*
nSpire	HDPFT	77368361	3621144	*
nSpire	HDCPET	77368364		*
nSpire	PIKO	76440714	2704572	Apr. 8, 2003
nSpire	PULMONARY DATA SERVICES	76419042	2859401	*
nSpire	NITE VIEW	75469761	2350723	*
nSpire	KOKO	74284639	1801979	*
nSpire	POCKETPEAK	74402589	1857233	Oct. 4, 1994
nSpire	COLLINS	73218182	1174998	*
nSpire	STEAD-WELLS	73218138	1152237	*

* Indicates dead, abandoned or cancelled trademark