

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Medical Electronics, LLC		09/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC, as Collateral Agent		
Street Address:	810 7th Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3772861	YOKEMATE LWS	
Registration Number:	3303199	CABLE SOC	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	3032912300		
Email:	sdanielson@perkinscoie.com		
Correspondent Name:	Sabrina J. Danielson		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	120713.0007		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		
DATE SIGNED:	11/08/2019		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 4, 2019, between each of the signatories hereto (collectively, the "Grantors") in favor of BRIGHTWOOD LOAN SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 4, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks,

collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

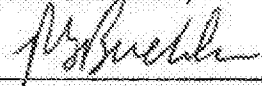
ADVANTAGE MEDICAL ELECTRONICS, LLC,
as a Grantor

By: 
Robert G. Buehler, Chief Executive Officer

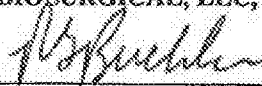
VCI ACQUISITION, LLC,
as a Grantor

By: 
Robert G. Buehler, Chief Executive Officer

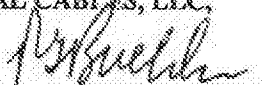
LIFESYNC CORPORATION,
as a Grantor

By: 
Robert G. Buehler, Chief Executive Officer

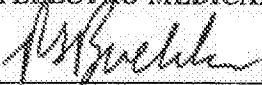
AMERICAN BIOSURGICAL, LLC,
as a Grantor

By: 
Robert G. Buehler, Chief Executive Officer


MTI MEDICAL CABLES, LLC,
as a Grantor


By: 
Robert G. Buehler, Chief Executive Officer

ROCHESTER ELECTRO-MEDICAL, INC.,
as a Grantor

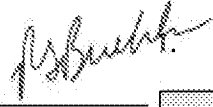
By: 
Robert G. Buehler, Chief Executive Officer

**BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent**

By: 
Name: Damien Dwin
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT



Copyrights

Rochester
Electro-
Medical, Inc.

Brightwood
Loan Services
LLC

Grantor	Copyrights	Registration Date	Status	Registration No.
Rochester Electro-Medical, Inc.	Title: Rochester 2000. Edition: Millennium collectors ed.	1999-11-03	Live	TX0005093819

2. Patents

Grantor	Patents	Filing Date	Status	Patent No./Publication No.
Lifesync Corporation	WIRELESS ECG SYSTEM	11/30/2001	Issued	7,197,357 US 2003-0105403
Lifesync Corporation	WIRELESS ELECTROCARDIOGRAPH SYSTEM AND METHOD	7/17/2001	Issued	6,611,705
Lifesync Corporation	PRINTED CIRCUIT CONNECTOR	2/8/2007	Issued	7,553,166 US20070184682
Lifesync Corporation	WIRELESS ECG SYSTEM	5/16/2003	Issued	7,933,642 US20040073127
Lifesync Corporation	WIRELESS ECG SYSTEM	2/3/2011	Issued	8,255,041 20110160604
Lifesync Corporation	LEADWEAR ASSEMBLY	9/18/2009	Issued	D633621
Lifesync Corporation	LEADWARE ASSEMBLY	9/8/2011	Issued	D655014
Lifesync Corporation	WIRELESS ELECTROCARDIOGRAPH SYSTEM AND METHOD	5/16/2003	Issued	7,272,428
Lifesync Corporation	WIRELESS ECG SYSTEM	3/11/2005	Issued	7,403,808

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

	Grantor	Copyrights	Registration Date	Status	Registration No.
Rochester Electro- Medical, Inc. <i>Philip Demade</i> Brightwood Loan Services LLC	Rochester Electro-Medical, Inc.	Title: Rochester 2000. Edition: Millennium collectors ed.	1999-11-03	Live	TX0005093819

2. Patents

Grantor	Patents	Filing Date	Status	Patent No./Publication No.
Lifesync Corporation	WIRELESS ECG SYSTEM	11/30/2001	Issued	7,197,357 US 2003- 0105403
Lifesync Corporation	WIRELESS ELECTROCARDIOGRAPH SYSTEM AND METHOD	7/17/2001	Issued	6,611,705
Lifesync Corporation	PRINTED CIRCUIT CONNECTOR	2/8/2007	Issued	7,553,166 US20070184682
Lifesync Corporation	WIRELESS ECG SYSTEM	5/16/2003	Issued	7,933,642 US20040073127
Lifesync Corporation	WIRELESS ECG SYSTEM	2/3/2011	Issued	8,255,041 20110160604
Lifesync Corporation	LEADWEAR ASSEMBLY	9/18/2009	Issued	D633621
Lifesync Corporation	LEADWARE ASSEMBLY	9/8/2011	Issued	D655014
Lifesync Corporation	WIRELESS ELECTROCARDIOGRAPH SYSTEM AND METHOD	5/16/2003	Issued	7,272,428
Lifesync Corporation	WIRELESS ECG SYSTEM	3/11/2005	Issued	7,403,808

Grantor	Patents	Filing Date	Status	Patent No./Publication No.
Lifesync Corporation	PROGRAMMABLE WIRELESS ELECTRODE SYSTEM FOR MEDICAL MONITORING	4/18/2000	Issued	6,496,705
Lifesync Corporation	PROGRAMMABLE WIRELESS ELECTRODE SYSTEM FOR MEDICAL MONITORING	10/22/2002	Issued	6,987,965
Lifesync Corporation (filed)	Radiolucent Electrode Assembly	5/16/2013	Issued	9,211,075
Lifesync Corporation (filed)	RADIOLUCENT ELECTRODE OR SENSOR ASSEMBLY	6/16/2016	Issued	9,795,316
Lifesync Corporation	WIRELESS SYSTEM PROTOCOL FOR TELEMTRY MONITORING	4/18/2000	Issued	6,441,747
Lifesync Corporation	WIRELESS SYSTEM PROTOCOL FOR TELEMTRY MONITORING	4/17/2002	Issued	6,897,788
Lifesync Corporation	METHOD FOR OBTAINING BLOOD PRESSURE DATA FROM OPTICAL SENSOR	5/10/2000	Issued	6,475,153
Lifesync Corporation	OPTICAL NONINVASIVE BLOOD PRESSURE SENSOR AND METHOD	5/10/2000	Issued	6,533,729
Lifesync Corporation	PROGRAMMABLE WIRELESS ELECTRODE SYSTEM FOR MEDICAL MONITORING	4/18/2000	Issued	6,496,705
Lifesync Corporation	PROGRAMMABLE WIRELESS ELECTRODE SYSTEM FOR MEDICAL MONITORING	10/21/2005	Issued	7,171,166
ADVANTAGE MEDICAL ELECTRONICS, LLC	PATIENT ELECTRODE CONNECTORS FOR ELECTROCARDIOGRAPH MONITORING SYSTEM	1/5/2016	Issued	10,010,257

Grantor	Patents	Filing Date	Status	Patent No./Publication No.
ADVANTAGE MEDICAL ELECTRONICS, LLC	PATIENT ELECTRODE CONNECTORS FOR ELECTROCARDIOGRAPH MONITORING SYSTEM	7/2/2018	Pending	US2018-0310852
ADVANTAGE MEDICAL ELECTRONICS, LLC	CABLE BUNDLING AND ORGANIZING SYSTEM	9/8/2005	Issued	7433571 US2007-0053646
ADVANTAGE MEDICAL ELECTRONICS, LLC	PATIENT ELECTRODE CONNECTORS FOR ELECTROCARDIOGRAPH MONITORING SYSTEM	2/12/2014	Issued	9,226,680

[Handwritten signature]
Lifesync Corporation

3. Trademarks

Grantor	Trademarks	Filing Date	Status	Serial No.
Holdings Lifesync Corporation	LEADWEAR	App 22-APR-2004 Reg 25-APR-2006	Live/Renewed	Reg 3085912
Holdings Lifesync Corporation	LIFESYNC	App 28-NOV-2001 Reg 19-AUG-2003	Live/Renewed	Reg 2754051
AME Advantage Medical Electronics, LLC	YOKEMATE LWS	App 10-DEC-2008 Reg 06-APR-2010	Live	Reg 3772861
AME Advantage Medical Electronics, LLC	CABLE SOC	App 28-SEP-2005 Reg 02-OCT-2007	Live/Renewed	Reg 3303199

Advantage Medical Electronics, LLC

Brightwood Loan Services LLC

4. Licenses

Grantor	Patents	Filing Date	Status	Patent No./Publication No.
ADVANTAGE MEDICAL ELECTRONICS, LLC	PATIENT ELECTRODE CONNECTORS FOR ELECTROCARDIOGRAPH MONITORING SYSTEM	7/2/2018	Pending	US2018-0310852
ADVANTAGE MEDICAL ELECTRONICS, LLC	CABLE BUNDLING AND ORGANIZING SYSTEM	9/8/2005	Issued	7433571 US2007-0053646
ADVANTAGE MEDICAL ELECTRONICS, LLC	PATIENT ELECTRODE CONNECTORS FOR ELECTROCARDIOGRAPH MONITORING SYSTEM	2/12/2014	Issued	9,226,680

3. Trademarks

Lifesync Corporation

Advantage Medical Electronics, LLC

Brightwood Loan Services LLC

Grantor	Trademarks	Filing Date	Status	Serial No.
Holdings Lifesync Corporation	LEADWEAR	App 22-APR-2004 Reg 25-APR-2006	Live/Renewed	Reg 3085912
Holdings Lifesync Corporation	LIFESYNC	App 28-NOV-2001 Reg 19-AUG-2003	Live/Renewed	Reg 2754051
AME Advantage Medical Electronics, LLC	YOKEMATE LWS	App 10-DEC-2008 Reg 06-APR-2010	Live	Reg 3772861
AME Advantage Medical Electronics, LLC	CABLE SOC	App 28-SEP-2005 Reg 02-OCT-2007	Live/Renewed	Reg 3303199

4. Licenses

None