

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571012

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VITAL CONNECT, INC.		04/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OXFORD FINANCE LLC		
<b>Street Address:</b>	133 NORTH FAIRFAX STREET		
<b>City:</b>	ALEXANDRIA		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5616729	VISTAMOBILE	
<b>Registration Number:</b>	5635835	VITALCORE	
<b>Registration Number:</b>	5576876	THE VISTA SOLUTION	
<b>Registration Number:</b>	5908645	VISTACENTER	
<b>Registration Number:</b>	5908646	VISTAHUB	
<b>Registration Number:</b>	5908644	VISTAPOINT	
<b>Serial Number:</b>	87088766	VITALCLOUD	
<b>Registration Number:</b>	5396979	VITALWATCH	
<b>Registration Number:</b>	4594270	HEALTHPATCH	
<b>Registration Number:</b>	5013207	VITALPATCH	
<b>Registration Number:</b>	4913933	VITAL CONNECT	
<b>Registration Number:</b>	4645926		
<b>Registration Number:</b>	4645894	VITALCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		

CH \$340.00 5616729

**Correspondent Name:** CHRISTOPHER CLOSE  
**Address Line 1:** TROUTMAN SANDERS LLP  
**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 3000  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

**ATTORNEY DOCKET NUMBER:** 030690.000064

**NAME OF SUBMITTER:** Christopher C Close, Jr.

**SIGNATURE:** /Christopher C. Close Jr./

**DATE SIGNED:** 04/08/2020

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 7, 2020, by and among **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and **VITAL CONNECT, INC.**, a Delaware corporation with offices located at 224 Airport Parkway, Suite 300, San Jose, CA 95110 (individually and collectively, jointly and severally, “**Grantor**”).

### RECITALS

A. The Lenders 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 among the Collateral Agent, Lenders and Grantor dated as of October 5, 2017 (as amended, supplemented or otherwise modified from time to time, including, without limitation, pursuant to that certain First Amendment to Loan and Security Agreement dated as of the date hereof, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable benefit of the Lenders, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(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 that 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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

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

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

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

(j) 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent 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 Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Collateral Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Intellectual Property Security Agreement (in counterparts or otherwise)

by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Intellectual Property Security Agreement.

The words “execution,” “signed,” “signature” and words of like import in this Intellectual Property Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

[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.

GRANTOR:

Address of Grantor:

VITAL CONNECT, INC.

224 Airport Parkway, Suite 300  
San Jose, CA 95110  
Attn: Peter Van Haur  
Email: [pvanhaur@vitalconnect.com](mailto:pvanhaur@vitalconnect.com)

By: *Nersi Nazari*

Name: Nersi Nazari

Title: Chief Executive Officer

COLLATERAL AGENT:

Address of Collateral Agent:

OXFORD FINANCE LLC, AS COLLATERAL AGENT

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: Legal Department

By:

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.

GRANTOR:

Address of Grantor:

VITAL CONNECT, INC.

224 Airport Parkway, Suite 300  
San Jose, CA 95110  
Attn: Peter Van Haur  
Email: [pvanhaur@vitalconnect.com](mailto:pvanhaur@vitalconnect.com)

By:

Name:

Title:

COLLATERAL AGENT:

Address of Collateral Agent:

OXFORD FINANCE LLC, AS COLLATERAL AGENT

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: Legal Department

By:

Name: Colette H. Featherly

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date



EXHIBIT B

## Patents

No.	Description	Application Number	Registration Number
1.	Determination and Monitoring of Basal Heart Rate		10,582,862 (03/10/2020)
2.	Determining Energy Expenditure Using a Wearable Device		10,595,776 (03/24/2020)
3.	Monitoring System	16/121,772 (09/05/2018)	
4.	Screening Device, Method, and System for Structural Heart Disease	16/564,796 (09/09/2019)	
5.	Screening Device, Method, and System for Structural Heart Disease	PCT US2019050207 (09/09/2019)	
6.	Monitoring System	PCT US2019049439 (09/04/2019)	
7.	Contextual Heart Rate Monitoring	16/656,688 (10/18/2019)	
8.	Signal Quality Metric for Cardiovascular Time Series		10,039,463 (08/07/2018)

No.	Description	Application Number	Registration Number
9.	Secured Vital Sign Data Group Streams		10,212,165 (02/19/2019)
10.	Measuring Psychological Stress from Cardiovascular and Activity Signals		10,213,146 (02/26/2019)
11.	Respiratory Rate Detection Using Decomposition of ECG		10,357,163 (07/23/2019)
12.	Determination of Bed-Time Duration Using Wearable Sensors		10,373,714 (08/06/2019)
13.	Fall Detection Using Sensor Fusion		8,614,630 (12/24/2013)
14.	Code Storage Using Volatile Memory		8,898,369 (11/25/2014)
15.	Posture Calibration for Activity Monitoring		9,035,794 (05/19/2015)
16.	Method and System for Determining Body Impedance		9,204,816 (12/08/2015)
17.	System and Method for Powering a Wireless Sensor Device		9,214,196 (12/15/2015)

No.	Description	Application Number	Registration Number
18.	System and Method for Reliable and Scalable Health Monitoring		9,247,004 (01/26/2016)
19.	Modular Wearable Sensor Device		9,277,864 (03/08/2016)
20.	Measuring Psychological Stress from Cardiovascular and Activity Signals		9,307,908 (04/12/2016)
21.	Determining a Time Period a Person is in Bed		9,471,541 (10/18/2016)
22.	Sleep Apnea Syndrome (SAS) Screening using Wearable Devices		9,545,227 (01/17/2017)
23.	Method and System for Fall Detection of a User		9,588,135 (03/07/2017)
24.	Calibration of a Chest-Mounted Wireless Sensor Device for Posture and Activity Detection		9,632,981 (04/25/2017)
25.	Adaptive Selection of Digital ECG Filter		9,636,029 (05/02/2017)
26.	Automated Sleep Staging using Wearable Sensors		9,655,559 (05/23/2017)

No.	Description	Application Number	Registration Number
27.	Pairing a Health-Monitoring Wireless Sensor Device using a Contact Motion		9,681,205 (06/13/2017)
28.	Measuring Psychological Stress from Cardiovascular and Activity Signals		9,788,778 (10/17/2017)
29.	Method and System for Fall Detection of a User		9,818,281 (11/14/2017)
30.	Measuring Psychological Stress from Cardiovascular and Activity Signals		9,855,003 (01/02/2018)
31.	Method and System for Pairing a Sensor Device to a User		9,936,382 (04/03/2018)
32.	Low-Distortion ECG Denoising		9,986,951 (06/05/2018)
33.	Low-Distortion ECG Denoising		10,213,163 (02/26/2016)
34.	Determining Respiratory Rate via Impedance Pneumography	13/452,632 (04/20/2012)	
35.	Continuous Assessment of ECG Signal Quality	13/604,287 (09/05/2012)	

No.	Description	Application Number	Registration Number
36.	R-R Interval Measurement using Multi-Rate ECG Processing		9,814,405 (11/14/2017)
37.	Respiratory Rate Measurement using a Combination of Respiration Signals		9,872,634 (01/23/2018)
38.	Contextual Heart Rate Monitoring		10,448,849 (10/22/2019)
39.	Fall Detection using Machine Learning		10,422,814 (09/24/2019)
40.	Multi-Layer Patch for Wireless Sensor Devices	13/963,961 (08/09/2013)	
41.	Determining Body Postures and Activities		9,999,376 (06/19/2018)
42.	Detection of Sleep Apnea using Respiratory Signals		10,194,834 (02/05/2019)
43.	Modular Wearable Sensor Device		9,241,629 (01/26/2016)
44.	Disposable Biometric Patch Device	14/205,150 (03/11/2014)	

No.	Description	Application Number	Registration Number
45.	Automated Prediction of Apnea-Hypopnea Index using Wearable Devices	14/274,313 (05/09/2014)	
46.	Modular Wearable Sensor Device	15/063,393 (03/07/2016)	
47.	Psychological Acute Stress Measurement using a Wireless Sensor		9,980,678 (05/29/2018)
48.	Temperature Sensor for Measuring Thermistor Resistance		10,582,854 (03/10/2020)
49.	Generating Automated Alarms for Clinical Monitoring	15/272,879 (09/22/2016)	
50.	Adaptive Selection of Digital ECG Filter	15/434,238 (02/16/2017)	
51.	Data Time Stamps	15/670,358 (08/07/2017)	
52.	Calibration of a Chest-Mounted Wireless Sensor Device for Posture and Activity Detection		10,317,427 (06/11/2019)
53.	Adaptive Selection of Digital ECG Filter		10,123,716 (11/13/2018)

No.	Description	Application Number	Registration Number
54.	System and Method for Reliable and Scalable Health Monitoring		9,762,673 (09/12/2017)
55.	R-R Interval Measurement Using Multi-Rate ECG Processing	15/806,673 (11/08/2017)	
56.	Method and System for Determining Body Impedance	15/687,923 (08/28/2017)	
57.	Calibration of a Chest-Mounted Wireless Sensor Device for Posture and Activity Detection	15/864,030 (01/08/2018)	
58.	Adhesive Overlay	16/015,482 (06/22/2018)	
59.	Synthetic Simulation System for Testing of Physiological Monitoring Devices	16/123,260 (09/06/2018)	
60.	Safety Mechanism for Sealed Packages Containing a Battery	16/248,998 (01/16/2019)	
61.	Respiratory Rate Detection Using Decomposition of ECG	16/516,534 (11/07/2019)	
62.	Secured Vital Sign Data Group Streams	16/253,473 (01/22/2019)	

No.	Description	Application Number	Registration Number
63.	Low-Distortion ECG Denoising	16/285,578 (02/26/2019)	
64.	Detection of Sleep Apnea Using Respiratory Signals	16/253,468 (01/22/2019)	
65.	Sensor Calibration Considering Subject-Dependent Variables and/or Body Positions	15/718,560 (09/28/2017)	
66.	Method and Device for Determining Step Count	16/003,138 (06/08/2018)	
67.	Psychological Acute Stress Measurement Using a Wireless Sensor	15/985,896 (05/22/2018)	
68.	Noninvasive Blood Pressure Measurement and Monitoring	15/491,413 (04/19/2017)	
69.	Signal Quality Metric for Cardiovascular Time Series	16/022,753 (06/29/2018)	
70.	Determining Body Postures and Activities	16/003,137 (06/08/2018)	
71.	Core Body Temperature Detection Device	15/378,814 (12/14/2016)	



No.	Description	Application Number	Registration Number
72.	Respiratory Rate Measurement Using a Combination of Respiration Signals	15/827,168 (11/30/2017)	
73.	Measuring Psychological Stress from Cardiovascular and Activity Signals		10,383,562 (08/20/2019)
74.	Measuring Psychological Stress from Cardiovascular and Activity Signals		10,433,781 (10/08/2019)
75.	System and Method for Reliable and Scalable Health Monitoring		10,554,756 (02/04/2020)
76.	Method and System for Pairing a Sensor Device to a User		10,262,506 (04/16/2019)
77.	Determining a Time Period a Person is in Bed		10,324,109 (06/18/2019)
78.	Method and System for Determining Body Impedance		9,167,986 (10/27/2015)
79.	Fall Detection Using Sensor Fusion	PCT US2012064858 (11/13/2012)	
80.	Method and System for Pairing a Sensor Device to a User	PCT US2012065340 (11/15/2012)	

No.	Description	Application Number	Registration Number
81.	System and Method for Powering a Wireless Sensor Device	PCT US2013025603 (02/11/2013)	
82.	Determining Respiratory Rate via Impedance Pneumography	PCT US2013033167 (03/20/2013)	
83.	Psychological Acute Stress Measurement Using a Wireless Sensor	PCT US2017026996 (04/11/2017)	
84.	Noninvasive Blood Pressure Measurement and Monitoring	PCT US2018028228 (04/19/2018)	
85.	Adhesive Overlay	PCT US2019038662 (06/24/2019)	
86.	Sensor Calibration Considering Subject-Dependent Variables and/or Body Positions	PCT US2018053276 (09/28/2018)	
87.	Automated Sleep Staging using Wearable Sensors	PCT US2015010190 (01/05/2015)	
88.	Sleep Apnea Syndrome (SAS) Screening Using Wearable Devices	PCT US2014069983 (12/12/2014)	
89.	Automated Prediction of Apnea-Hypopnea Index using Wearable Devices	PCT US2014069995 (12/12/2014)	

No.	Description	Application Number	Registration Number
90.	Multi-Layer Patch for Wireless Sensor Devices	PCT US2014049789 (08/05/2014)	
91.	Fall Detection using Machine Learning	PCT US2014047066 (07/17/2014)	
92.	Disposable Biometric Patch Device	PCT US2014024294 (03/12/2014)	
93.	Contextual Heart Rate Monitoring	PCT US2014029082 (03/14/2014)	
94.	Respiratory Rate Measurement using a Combination of Respiration Signals	PCT US2014015398 (02/07/2014)	
95.	Detection of Sleep Apnea using Respiratory Signals	PCT US2014011913 (01/16/2014)	
96.	Measuring Psychological Stress from Cardiovascular and Activity Signals	PCT US2013058302 (09/05/2013)	
97.	Determining Body Postures and Activities	PCT US2013068097 (11/01/2013)	
98.	Continuous Assessment of ECG Signal Quality	PCT US2013058217 (09/05/2013)	

No.	Description	Application Number	Registration Number
99.	R-R Interval Measurement using Multi-Rate ECG Processing	PCT US2013058258 (09/05/2013)	
100.	Calibration of a Chest-Mounted Wireless Sensor Device for Posture and Activity Detection	PCT US2013045321 (06/12/2013)	
101.	System and Method for Reliable and Scalable Health Monitoring	PCT US2012061838 (10/25/2012)	
102.	Method and System for Determining Body Impedance	PCT US2013025565 (02/11/2013)	
103.	Modular Wearable Sensor Device	PCT US2013042292 (05/22/2013)	

EXHIBIT C

## Trademarks

No.	Description	Serial Number	Registration Number
1.	VISTAMOBILE		5,616,729 (11/27/2018)
2.	VITALCORE		5,635,835 (12/25/2018)
3.	THE VISTA SOLUTION		5,576,876 (10/02/2018)
4.	VISTAHUB		5,908,646 (11/12/2019)
5.	VISTACENTER		5,908,645 (11/12/2019)
6.	VISTAPOINT		5,908,644 (11/12/2019)
7.	VITALCLOUD	87/088,766 (06/29/2016)	
8.	VITALWATCH		5,396,979 (02/06/2018)

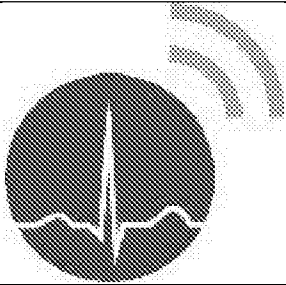
No.	Description	Serial Number	Registration Number
9.	HEALTHPATCH		4,594,270 (08/26/2014)
10.	VITALPATCH		5,013,207 (08/02/2016)
11.	VITAL CONNECT		4,913,933 (03/08/2016)
12.			4,645,926 (11/25/2014)
13.	VITALCONNECT (& design)		4,645,894 (11/25/2014)

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date