

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medtor, Inc.		11/27/2020	Corporation: DELAWARE
Thomas Dietiker		11/27/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	OSI Optoelectronics, Inc.		
Street Address:	12525 CHADRON AVENUE		
City:	HAWTHORNE		
State/Country:	CALIFORNIA		
Postal Code:	90250		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5105318	SAFESAT	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	3102822000 x2108		
Email:	trademarks@loeb.com		
Correspondent Name:	David W. Grace		
Address Line 1:	10100 Santa Monica Boulevard		
Address Line 2:	c/o Loeb & Loeb LLP, Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067-4120		
ATTORNEY DOCKET NUMBER:	205264-10001		
NAME OF SUBMITTER:	David W. Grace		
SIGNATURE:	/dwg/		
DATE SIGNED:	12/02/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of November 27, 2020 (the "Effective Date") by MEDTOR, INC., a Delaware corporation ("Medtor"), and Thomas Dietiker ("Dietiker" and together with Medtor, the "Grantors"), in favor of OSI OPTOELECTRONICS, INC., a California corporation (the "Secured Party").

WHEREAS, reference is made to (i) that certain Secured Promissory Note, dated as of November 27, 2020, made by Medtor in favor of the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note") and (ii) that certain Security Agreement, dated as of November 27, 2020, by the Grantors in favor of the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in and continuing first priority lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor, to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Grantors are executing and delivering this Agreement, for the benefit of the Secured Party, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors and the Secured Party agree as follows:

Section 1. Grant of Security. Each of the Grantors hereby pledges and grants to the Secured Party a security interest in and continuing first priority lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) all U.S. and foreign copyrights, including copyrights in software and all rights in and to databases, and all mask works (as defined under Section 901 of Title 17 of U.S. Code of the U.S. 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; (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 applicable law; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds (as defined in the Security Agreement) 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 U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including: (i) all registrations, provisional and applications referred to in Schedule A 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"); and

(c) all U.S. and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective

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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: (i) the registrations and applications referred to in Schedule A 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 knowhow 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 any of the foregoing), including: (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 the Grantor of: (i) any right to use any Trademark or Trade Secret, (ii) 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 (iii) any right under any Copyright, including (A) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, (B) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (C) all income, royalties, damages and other payments now and hereafter due or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (D) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (E) any and all Proceeds of the foregoing.

Section 2. Recordation. Grantor authorizes and requests that 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 California.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note. 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 Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

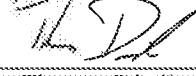
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IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this Agreement to be
duly executed and delivered as of the date first written above.

GRANTORS:

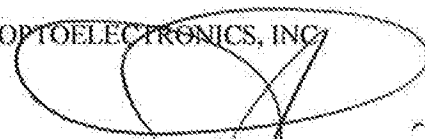
MEDTOR, INC.

By: 
Name: Thomas Dietiker
Title: Chief Executive Officer


THOMAS DIETIKER

SECURED PARTY:

OSI OPTOELECTRONICS, INC.

By: 
Name: *MANUEL...*
Title: Group President

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SCHEDULE A

Intellectual Property

1. Patents

Jurisdiction	Serial Number	Patent Number	Filing Date	Title
US	62/635,332		2/26/2018	System and Method for a Wearable Vital Signs Monitor
US	16/266,442		2/4/2019	System and Method for a Wearable Vital Signs Monitor
PCT	PCT/US19/17107		2/7/2019	System and Method for a Wearable Vital Signs Monitor
PCT	PCT/US14/60004	none	10/10/2014	System and method for a non-invasive medical sensor
US	15/517,477	10,485,463	4/6/2017	System and method for a non-invasive medical sensor
CN	201480083746	CN106999112A	4/19/2017	System and method for a non-invasive medical sensor
EP	14903626	EP3203912B Intent to grant mailed 10/27/20	4-9/2017	System and method for a non-invasive medical sensor
US	16/694,867	US2020163600A1	11/25/2019	System and method for a non-invasive medical sensor
US	60/814,384	n/a	6/16/2006	System and method for a non-invasive medical sensor

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205264-10001
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Jurisdiction	Serial Number	Patent Number	Filing Date	Title
PCT	PCT/US07/14113	WO2008002405	6/15/2007	System and method for a non-invasive medical sensor
US	11/818,898	8,271,063	6/15/2007	System and method for a non-invasive medical sensor
EP	14/903,626	EP3203912B Intent to grant mailed 10/27/20	1/14/2008	System and method for a non-invasive medical sensor
PCT	PCT/US01/25109		8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
US	10/149,779	6889153	6/12/2002	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
EP	01959704	PCT/US01.25109	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
CA	2419054	CA2419054	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
DE	602129332	DE 60129332	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
AU	8123101	AU 8123101	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
DK	01959704	DK 1307708	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
AT	01959704	AT 366913	8/9/2001	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR
US	11/007,656	7,124,048	12/8/2004	SYSTEM AND METHOD FOR A SELF-CALIBRATING NON-INVASIVE SENSOR

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2. Trademarks

Region	Trademark	Reg. No./SN No.	Reg. Date/App. Date	Class	Owner
United States	MONARCH	SN 88/944,113	Applied for: June 20, 2020	Class 10: Medical devices, namely, wearable biosensors for monitoring a user's vital signs	Medtor, LLC
United States	SAFESAT	5105318	December 20, 2016	Class 10: medical monitoring devices for monitoring vital signs, blood properties and respiratory events	Medtor, LLC

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