

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PatientSafe Solutions, Inc.		06/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85629895	EMMA	
Serial Number:	85629645	CONNECTED PATIENT CARE	
Serial Number:	85629631	MOBILE CARE ORCHESTRATION	
Serial Number:	85424159	PATIENTSAFE	
Serial Number:	78719762	CARET	
Serial Number:	78348543	INTELLIDOT	
Serial Number:	78176758	INTELLIDOT	
Serial Number:	77753456	PATIENTTOUCH	
Serial Number:	77847481	CONE OF PROTECTION	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-638-6730		
Email:	susan.reynholds@dlapiper.com		

CH \$240.00 85629895

Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-493
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NAME OF SUBMITTER:	Troy Zander
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Signature:	/s/ Troy Zander
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Date:	06/30/2012
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Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 7, 2012 by and between COMERICA BANK ("Bank") and PATIENTSAFE SOLUTIONS, 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 as of April 22, 2011 (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 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 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:

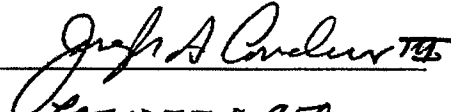
5375 Mira Sorrento Place, Suite 500
San Diego, CA 92121

Attn: Chief Financial Officer

PATIENTSAFE SOLUTIONS, INC.

By:

Title:


PRESIDENT & CEO

BANK:

COMERICA BANK

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

By:

Title:

[Signature Page to Intellectual Property Security Agreement]

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:

5375 Mira Sorrento Place, Suite 500
San Diego, CA 92121

Attn: Chief Financial Officer

PATIENTSAFE SOLUTIONS, INC.

By: _____

Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Directional rfid reader	12127699	5/27/08
Hospital administration system and method	12957164	11/30/10
Compact matrix code and one-touch device and method for code reading	6601772	7/14/00
Compact matrix code and one-touch device and method for code reading	6830197	12/9/02
Wireless terminal	7344079	3/18/08
Method for controlling processes in a medical workflow system	7364067	3/22/06
Medical work flow system	7607571	5/28/04
Hospital display terminal	12605192	10/23/09
Scanning jacket for a handheld device	13433696	3/29/12
Jacket for a handheld device	29416709	3/26/12
A method of displaying patient data in a medical workflow environment	61541946	9/30/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
EMMA	85629895	5/18/12
CONNECTED PATIENT CARE	85629645	5/18/12
MOBILE CARE ORCHESTRATION	85629631	5/18/12
PATIENTSAFE	85424159	9/15/11
CAREt	78719762	9/23/05
INTELLIDOT	78348543	1/6/04
INTELLIDOT	78176758	10/21/02
PATIENTTOUCH	77753456	6/5/09
CONE OF PROTECTION	77847481	10/13/09