

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
WATERMARK MEDICAL, INC.		03/27/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Serial Number:	85390291	MI PAL
Serial Number:	85270427	WM CONNECTEDCARE
Registration Number:	3685053	WATERMARK MEDICAL

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1595 WATERMARK TM
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NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/28/2013
<b>Total Attachments: 6</b> source=Watermark Medical signed IPSA#page1.tif source=Watermark Medical signed IPSA#page2.tif source=Watermark Medical signed IPSA#page3.tif source=Watermark Medical signed IPSA#page4.tif source=Watermark Medical signed IPSA#page5.tif source=Watermark Medical signed IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2013 by and between **COMERICA BANK** ("Bank") and **WATERMARK MEDICAL, INC.**, a Delaware corporation, as successor in interest to Watermark Medical, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, WATERMARK MEDICAL HOLDINGS, INC., SUMMIT NEURO-DIAGNOSTIC LABORATORY, INC., SLEEPMED INCORPORATED, WM CONNECTEDCARE, LLC, CAROLINA DIAGNOSTICS, INC., WM THERAPYCARE, INC., BJA, INCORPORATED, DIGITRACE CARE SERVICES, INC., SLEEPMED THERAPIES, INC., WM SLEEP CARE, INC., IN YOUR DREAMS INTERNATIONAL, INC., WM CARDIOCARE, LLC, and SLEEPMED OF CALIFORNIA INCORPORATED (collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (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 Borrower, 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 Borrower 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 Borrower 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:

1750 Clint Moore Road, Suite 101  
Boca Raton, FL 33487

After April 8, 2013:  
1641 Worthington Road, Suite 320  
West Palm Beach, FL 33409  
Attn: Jack Fiedor

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**WATERMARK MEDICAL, INC.**

By: \_\_\_\_\_

David Hruda, Secretary

**BANK:**

**COMERICA BANK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**  
By: \_\_\_\_\_  
Title: SVP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
Systems and methods for automated prediction of risk for perioperative complications based on the level of obstructive sleep apnea	8,333,696	12/18/12
Method for measuring central venous pressure or respiratory effort	12/708,403	02/18/10
Sleep apnea risk evaluation	6,811,538	11/02/04
Sleep apnea risk evaluation	7,297,119	08/25/04
Method for measuring central venous pressure or respiratory effort	7,691,067	06/14/07

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
MI PAL	85/390,291	08/05/11
WM CONNECTED CARE	85/270,427	03/18/11
WATERMARK MEDICAL	3,685,053	09/22/09