

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Helicor, Inc.	06/16/2008
RECEIVING PARTY DATA	
Name:	Respironics, Inc.
Street Address:	1010 Murry Ridge Lane
City:	Murrysville
State/Country:	PENNSYLVANIA
Postal Code:	15668
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11084456
Application Number:	11408682
CORRESPONDENCE DATA	
Fax Number:	(724)387-5021
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	724-387-5026
Email:	dana.young@respironics.com
Correspondent Name:	Michael W. Haas
Address Line 1:	1010 Murry Ridge Lane
Address Line 4:	Murrysville, PENNSYLVANIA 15668
ATTORNEY DOCKET NUMBER:	HELICOR
NAME OF SUBMITTER:	Dana Young
<p>Total Attachments: 6</p> <p>source=HelicorPatentSecurityAgreement#page1.tif</p> <p>source=HelicorPatentSecurityAgreement#page2.tif</p> <p>source=HelicorPatentSecurityAgreement#page3.tif</p>	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") is dated as of June 16, 2008, and entered into by and between Helicor, Inc., a Delaware corporation ("Borrower") and Respironics, Inc., a Delaware corporation, acting in its capacity as agent for the Bridge Note Holders ("Agent").

R E C I T A L S:

WHEREAS, Borrower and Agent have entered into that certain Security Agreement dated as of June 16, 2008 (the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted to the Bridge Note Holders, and the Bridge Note Holders have appointed the Agent to hold, a lien and security interest in all Intellectual Property of Borrower including, without limitation, all of Borrower's right, title, and interest in, to and under all now owned and hereafter acquired Patents and Patent Licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Agent a lien and continuing security interest in all of Borrower's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, continuations-in-part, divisions, modifications, substitutions and extensions thereof and all foreign filings related thereto;

(2) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Agent pursuant to the Security Agreement.

Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in one or more counterparts, which, when taken together as a whole, shall constitute one and the same original. A fax or electronic .pdf copy of an

executed signature page to this Agreement shall constitute an original signature page for all purposes.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

HELICOR, INC

By: 
Name: Adam Forbes
Title: CEO

RESPIRONICS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

HELICOR, INC

By: _____
Name: Adam Forbes
Title: CEO

RESPIRONICS, INC.

By: Joseph F. Bourgeois
Name: Joseph F. Bourgeois
Title: VP, Strat. Plan. & ISD

ACKNOWLEDGMENT

STATE OF New York)

)

COUNTY OF New York)

This instrument was acknowledged before me this 11th day of ^{JUNE}~~March~~, 2008, by Adam Forbes, as President and CEO of Helicor, Inc., a Delaware corporation, on behalf of such corporation.



{Seal}

Notary Public in and for the State of
New York

My commission expires: _____

JAY P. SALTZMAN
Notary Public, State of New York
No. 025A50645v7
Qualified in Nassau County
Commission Expires September 27, 20 10

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Schedule 1

Patent Report by Invention COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	Printed: 3/16/2007	Page 1	STATUS
METHODS AND DEVICES FOR RELIEVING STRESS								
UNITED STATES	58228/00010	NEW	3/18/2004	60/554,211				EXPIRED
UNITED STATES	58228/00011	FCA	3/18/2005	11/084,456				PUBLISHED
WIPO	58228/00012	OTH	3/18/2005	PCT/US05/09139				NAT PHASE
AUSTRALIA	58228/00013	DCA	3/18/2005	2005222712				PENDING
BRAZIL	58228/00014	DCA	3/18/2005	P0508896-8				PENDING
CANADA	58228/00015	DCA	3/18/2005	2,560,294				PENDING
CHINA	58228/00016	DCA	3/18/2005	200560015679.0				PENDING
EUROPEAN PATENT	58228/00017	DCA	3/18/2005	05729028.0				PUBLISHED
INDIA	58228/00018	DCA	3/18/2005	PCT/US05/09139				PENDING
JAPAN	58228/00019	DCA	3/18/2005	2007-504153				PENDING
SOUTH KOREA	58228/00020	DCA	3/18/2005	2006-7021538				PENDING
MEXICO	58228/00021	DCA	3/18/2005	PA/a/2006/010498				PENDING
SOUTH AFRICA	58228/00022	DCA	3/18/2005	2006/07757				PENDING
METHODS AND DEVICES FOR RELIEVING STRESS								
UNITED STATES	58228/00030	NEW	4/20/2005	60/673,148				EXPIRED
UNITED STATES	58228/00031	NEW	4/21/2005	60/673,627				EXPIRED
UNITED STATES	58228/00032	NEW	8/4/2005	60/705,883				EXPIRED
UNITED STATES	58228/00033	FCA	4/20/2006	11/408,682				PENDING
WIPO	58228/00034	CEQ	4/20/2006	PCT/US06/15013				PUBLISHED