

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
EMSYSTEMS, LLC	11/13/2009

RECEIVING PARTY DATA

Name:	KAPI Mezzanine, L.P.
Street Address:	1800 Avenue of the Stars
Internal Address:	2nd Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	10649127
Application Number:	11506850
Application Number:	11512889
Application Number:	11728357
Application Number:	11728361
Application Number:	11895705
Application Number:	12243860

CORRESPONDENCE DATA

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 Address Line 1: P.O. Box 113237
 Address Line 2: GTC Law Group LLP & Affiliates

CH \$280.00 10649127

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**PATENT
 REEL: 023712 FRAME: 0141**

Address Line 4: Pittsburgh, PENNSYLVANIA 15241

NAME OF SUBMITTER:

John A. Monocello, III

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This Patent Security Agreement is made as of the 13th day of November, 2009, by and between EMSYSTEMS, LLC, a Delaware limited liability company (the "Grantor") and KAPI MEZZANINE, L.P., a Delaware limited partnership (the "Secured Party").

WHEREAS Grantor is the owner of the US patents and patent applications listed on the attached Schedule A (collectively the "Patents");

WHEREAS the Grantor and Secured Party have entered into a certain Securities Purchase and Guaranty Agreement dated as of November 13, 2009 (the "Securities Purchase and Guaranty Agreement"), under the terms of which Grantor has granted to Secured Party a security interest in certain Collateral, as defined in the Securities Purchase and Guaranty Agreement, including without limitation the Patents, to secure the Obligations, as defined in the Securities Purchase and Guaranty Agreement; and

WHEREAS Grantor and Secured party by this instrument seek to confirm and record the grant of a security interest in the Patents to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the Patents. Grantor also acknowledges and confirms that the rights and remedies of Secured Party with respect to its security interest in the Patents are more fully set forth in the Securities Purchase and Guaranty Agreement, the terms and conditions of which are incorporated herein by reference.

EMSYSTEMS, LLC

KAPI MEZZANINE, L.P.

By: _____

By:  _____

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EMSYSTEMS, LLC

KAPI MEZZANINE, L.P.

By: 

By: _____

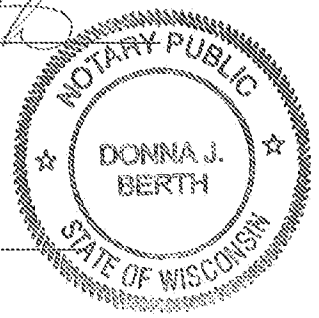
County of Milwaukee, ss: September, 2009

Then personally appeared the above named Richard H. Hunsaker as
CEO of EMSystems LLC, and acknowledged the foregoing instrument to be
his free act and deed as CEO of EMSystems LLC, before me,

Donna J. Berth
Notary Public

My commission expires:

12/2/12



SCHEDULE A

Patent/Application Title	Application Number	Publication Number	Filing Date
Bio-surveillance system and method	10/649,127	<u>US20040073459</u>	8/27/2003
Method and system for real-time emergency resource management	11/506,850	<u>US20080046285</u>	8/18/2006
Method and system for advanced credentialing and registration for health care professionals	11/512,889	<u>US20080059268</u>	8/29/2006
Method and system for secure and protected electronic patient tracking	11/728,357	<u>US20070174093</u>	3/26/2007
System and method for recording medical information	11/728,361	<u>US20080243541</u>	3/26/2007
Method and system for data aggregation for real-time emergency resource management	11/895,705	<u>US20070297589</u>	8/27/2007
Method and system for data aggregation for real-time emergency resource management	12/243,860	<u>US20090018869*</u>	10/1/2008