

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Instrument of Accession to Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
COMPRESSUS INC.	02/18/2011
RECEIVING PARTY DATA	
Name:	Jeffrey H. Zapolsky
Street Address:	1449 Knapp Street
City:	Oshkosh
State/Country:	WISCONSIN
Postal Code:	54902
Name:	Linda D. Range
Street Address:	5267 Beck Road
City:	Red Bud
State/Country:	ILLINOIS
Postal Code:	62278
Name:	Craig S. Brightup
Street Address:	215 North Pitt Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Name:	Craig M. Range
Street Address:	3614 Fossil Creek Lane
City:	Waterloo
State/Country:	ILLINOIS
Postal Code:	62298
Name:	Aimee K. Range
Street Address:	3614 Fossil Creek Lane

501505493

PATENT
REEL: 026150 FRAME: 0489

OP \$240.00 7630371

City:	Waterloo
State/Country:	ILLINOIS
Postal Code:	62298

Name:	Randall G. Pence
Street Address:	3104 Worthington Circle
City:	Falls Church
State/Country:	VIRGINIA
Postal Code:	22044

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7630371
Patent Number:	7653252
Application Number:	11233778
Application Number:	11944530
Application Number:	11944531
Application Number:	11944534

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-951-8132
 Email: linda.salera@bingham.com
 Correspondent Name: Linda A. Salera
 Address Line 1: 1 Federal Street
 Address Line 2: c/o Bingham McCutchen LLP
 Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
--------------------	-----------------

Total Attachments: 41

source=Compressus Accessions to Patent Security Agreement (4th Round)#page1.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page2.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page3.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page4.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page5.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page6.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page7.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page8.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page9.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page10.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page11.tif
 source=Compressus Accessions to Patent Security Agreement (4th Round)#page12.tif

PATENT
REEL: 026150 FRAME: 0490

PATENT
REEL: 026150 FRAME: 0491

INSTRUMENT OF ACCESSION TO PATENT SECURITY AGREEMENT

dated as of February 18, 2011

Reference is hereby made to the Patent Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Patent Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and Jeffrey H. Zapolsky (the "**Acceding Lender**") hereby agree as follows:

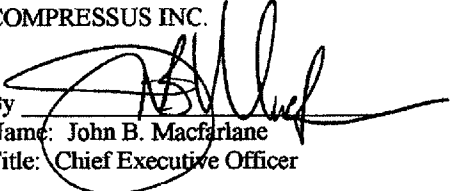
1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "**Instrument of Patent Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "**Effective Date**") for this Instrument of Patent Security Accession shall be February 18, 2011.
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

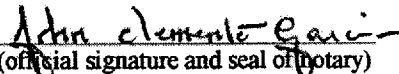
BORROWER:

COMPRESSUS INC.

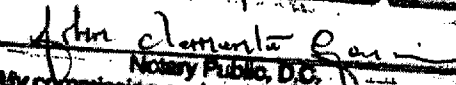
By 
Name: John B. Macfarlane
Title: Chief Executive Officer

STATE OF Klashinglor)
COUNTY OF D.C.) ss.

On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John Macfarlane, proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).


(official signature and seal of notary)

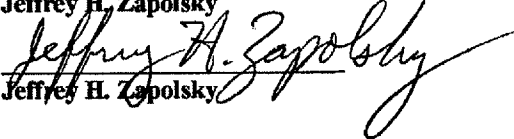
My commission expires: July 17, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 12 day of April, 2011

Notary Public, D.C.
My commission expires July 17, 2012

AGREED TO AND ACCEPTED:

ACCEDING LENDER:

Jeffrey H. Zapolsky


Jeffrey H. Zapolsky

INSTRUMENT OF ACCESSION TO PATENT SECURITY AGREEMENT

dated as of February 18, 2011

Reference is hereby made to the Patent Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Patent Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and **Linda D. Range** (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "**Instrument of Patent Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "**Effective Date**") for this Instrument of Patent Security Accession shall be February 18, 2011.
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

By

Name: John B. MacFarlane
Title: Chief Executive Officer

STATE OF Washington)
COUNTY OF D.C.) ss.

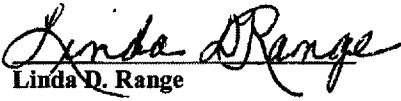
On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John B. MacFarlane, proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

John Clemente Garcia
(official signature and seal of notary)

My commission expires: July 14, 2012

District of Columbia : 88
Subscribed and Sworn to before me
this 12 day of April, 2011
John Clemente Garcia
Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:


Linda D. Range

INSTRUMENT OF ACCESSION TO PATENT SECURITY AGREEMENT

dated as of February 18, 2011

Reference is hereby made to the Patent Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Patent Security Agreement**"), by and among COMPRESSUS INC., a Delaware corporation ("**Borrower**"), and the lenders from time to time party thereto (collectively, the "**Lenders**") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "**Loan and Security Agreement**"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and **Craig S. Brightup** (the "**Acceding Lender**") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "**Instrument of Patent Security Accession**"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "Effective Date") for this Instrument of Patent Security Accession shall be February 18, 2011.
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

By 

Name: John B. MacFarlane

Title: Chief Executive Officer

STATE OF

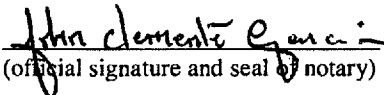
Washington

) ss.

COUNTY OF

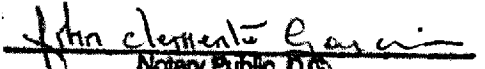
D.C.

On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John MacFarlane, proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

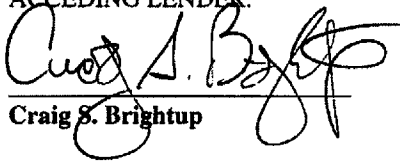

(official signature and seal of notary)

My commission expires: July 14, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 12 day of April, 2011


Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:


Craig S. Brightup

INSTRUMENT OF ACCESSION TO PATENT SECURITY AGREEMENT

dated as of February 18, 2011

Reference is hereby made to the Patent Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Patent Security Agreement"), by and among COMPRESSUS INC., a Delaware corporation ("Borrower"), and the lenders from time to time party thereto (collectively, the "Lenders") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Loan and Security Agreement"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and Craig M. Range and Aimee K. Range (the "Acceding Lender") hereby agree as follows:


1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "Instrument of Patent Security Accession"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "Effective Date") for this Instrument of Patent Security Accession shall be February 18, 2011.
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

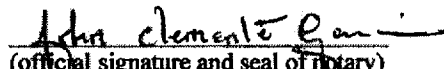
BORROWER:

COMPRESSUS INC.

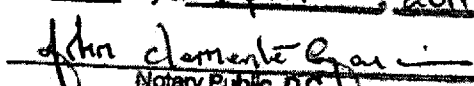
By 
Name: John B. Macfarlane
Title: Chief Executive Officer

STATE OF Washington)
COUNTY OF D.C.) ss.

On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John B. Macfarlane, proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).


(official signature and seal of notary)


My commission expires: July 14, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 12 day of April, 2011

Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

Craig M. Range and Aimee K. Range


Craig M. Range


Aimee K. Range

INSTRUMENT OF ACCESSION TO PATENT SECURITY AGREEMENT

dated as of February 18, 2011

Reference is hereby made to the Patent Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Patent Security Agreement"), by and among COMPRESSUS INC., a Delaware corporation ("Borrower"), and the lenders from time to time party thereto (collectively, the "Lenders") and to the Loan and Security Agreement, dated as of August 19, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Loan and Security Agreement"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and **Randall G. Pence** (the "Acceding Lender") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "Instrument of Patent Security Accession"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "Effective Date") for this Instrument of Patent Security Accession shall be February 18, 2011.
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

By

Name: John B. Macfarlane

Title: Chief Executive Officer

STATE OF Washington)

) ss.

COUNTY OF D.C.)

On this 12 day of April, 2011, before me, the undersigned notary public, personally appeared John Macfarlane proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

John Clemente Garcia
(official signature and seal of notary)

My commission expires: July 14, 2012

District of Columbia : SS

Subscribed and Sworn to before me

this 12 day of April, 2011

John Clemente Garcia
Notary Public, D.C.

My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
ACCEDING LENDER:

Randall G. Pence

Randall G. Pence

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is dated as of August 19, 2010 by and among Compressus Inc., a Delaware corporation (the "Borrower"), and the parties signatory hereto from time to time as Lenders (together with their successor and assigns, each a "Lender" and collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") among the Borrower and the Lenders time to time party thereto, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, the Borrower is required to execute and deliver to Lenders this Patent Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1 **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2 **Grant of Security Interest in Patent Collateral.** The Borrower hereby grants to Lenders a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under patent, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, whether presently existing or hereafter created or acquired, including those referred to on Schedule 1 hereto (collectively, the "Patent Collateral") and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.

3 **Security for Obligations.** This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower to the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

4 **Loan and Security Agreement.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Lenders pursuant to the Loan and Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5 **Accession of Additional Lenders.** A new Lender may accede to this Patent Security Agreement pursuant to the terms of the Loan and Security Agreement and shall be deemed a "Lender" for all purposes hereunder upon the execution and delivery of an instrument of patent security accession in the form of Exhibit A hereto.

6 **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

7 **Governing Law.** New York law governs this Patent Security Agreement without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

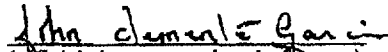
By 

Name: John B. MacFarlane
Title: Chief Executive Officer

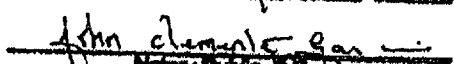
STATE OF WASHINGTON D.C.)

COUNTY OF _____) ss.

On this 27 day of August, 2010, before me, the undersigned notary public, personally appeared John B. MacFarlane, proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).


(official signature and seal of Notary)


My commission expires: July 14, 2012

District of Columbia : SS
Subscribed and Sworn to before me
this 27 day of August, 2010

Notary Public, D.C.
My commission expires July 14, 2012

AGREED TO AND ACCEPTED:
LENDER:

PENN IMAGING OF HUMBLE, LP

By: PIH MANAGEMENT, LLC, its general partner

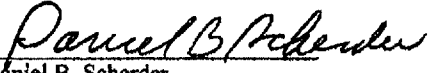
By: 
Name: Jeremy W. Taylor
Title: ITS CO-MANAGING MEMBER

(Signature Page to Patent Security Agreement)

A/73453548

PATENT
REEL: 026150 FRAME: 0510

AGREED TO AND ACCEPTED:
LENDER:

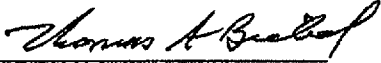

Daniel B. Scherder

A/73453548

(Signature Page to Patent Security Agreement)

PATENT
REEL: 026150 FRAME: 0511

AGREED TO AND ACCEPTED:
LENDER:


Thomas A. Biebel

A/73453548

(Signature Page to Patent Security Agreement)

PATENT
REEL: 026150 FRAME: 0512

AGREED TO AND ACCEPTED:
LENDER:


W. CRAIG KUHLE

A/73453548

(Signature Page to Patent Security Agreement)

PATENT
REEL: 026150 FRAME: 0513

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

U.S. PATENTS			
PATENT	PATENT NO. / ISSUE DATE	SERIES CODE/SERIES NO. FILING DATE	STATUS
Autonomous Routing of Network Messages	7,630,371 12/8/2009	11/233,775 9/22/2005	Active
Method and Apparatus for Boundary-Based Image Compression	US 7,653,252 / 1/26/2010	11/233,777 9/22/2005	Active
Method and Apparatus for Adjustable Image Compression		11/233,778 9/22/2005	Pending
System Management Dashboard		11/944,530 11/23/2007	Pending
Virtual Work List for Analyzing Medical Images		11/944,531 11/23/2007	Pending
Pre-fetching Patient Data for Virtual Work List		11/944,534 11/23/2007	Pending
Escalation and Notification of Workflow Items			Pending

EXHIBIT A
TO
PATENT SECURITY AGREEMENT

INSTRUMENT OF PATENT SECURITY ACCESSION TO PATENT SECURITY AGREEMENT

dated as of _____, 201__

Reference is hereby made to the Patent Security Agreement, dated as of August __, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Patent Security Agreement"), by and among COMPRESSUS INC., a Delaware corporation ("Borrower"), and the lenders from time to time party thereto (collectively, the "Lenders") and to the Loan and Security Agreement, dated as of August __, 2010 (as amended, restated, amended and restated, supplemented, modified and otherwise in effect from time to time, the "Loan and Security Agreement"), by and among the Borrower, and the lenders from time to time party thereto. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Loan and Security Agreement, as applicable.

Borrower and [_____] (the "Acceding Lender") hereby agree as follows:

1. Subject to the terms and conditions of this Instrument of Patent Security Accession (this "Instrument of Patent Security Accession"), and the Loan and Security Agreement, the Acceding Lender hereby becomes a party to the Patent Security Agreement as a Lender and therefore the Borrower hereby grants to the Acceding Lender a continuing first priority security interest in all of the Borrower's right, title and interest in, to and under the Patent Collateral and agrees to assign, transfer and convey, upon demand made upon and during the continuing occurrence of an Event of Default, all of the Borrower's right, title and interest in, to and under the Patent Collateral to the Lenders to secure payment, performance and observance of the Obligations.
2. The effective date (the "Effective Date") for this Instrument of Patent Security Accession shall be [_____, 20__].
3. THIS INSTRUMENT OF PATENT SECURITY ACCESSION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
4. This Instrument of Patent Security Accession may be executed in any number of counterparts which shall together constitute but one and the same agreement. Delivery of a signature page hereto by electronic transmission shall constitute the delivery of an original signature page hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Instrument of Patent Security Accession to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORROWER:

COMPRESSUS INC.

By _____
Name:
Title:

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

(official signature and seal of notary)

My commission expires: _____

AGREED TO AND ACCEPTED:

ACCEDING LENDER:

By _____
Name:
Title:

A/73453548.5

-11-

**AMENDMENT NO. 1
TO
PATENT SECURITY AGREEMENT**

This AMENDMENT NO. 1 (this "**Amendment**"), dated as of December 23, 2010, to the PATENT SECURITY AGREEMENT, dated as of August 19, 2010, is made by and among Compressus Inc., a Delaware corporation (the "**Borrower**") and the parties signatory hereto from time to time as Lenders (each a "**Lender**" and hereinafter, collectively, the "**Lenders**").

WITNESSETH:

WHEREAS, pursuant to that certain Patent Security Agreement dated as of August 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Patent Agreement**") among Borrower and Lenders from time to time party thereto, the Borrower granted a security interest to the Patent Collateral (as defined therein); and

WHEREAS, Borrower and Lender would like to amend the Patent Agreement to permit Borrower to file updated Schedule 1 from time to time to reflect additional Patent Collateral (as defined in the Patent Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lenders agree, for the benefit of each Lender, as follows:

1 The Patent Agreement is hereby amended as follows:

(a) Paragraph 2 captioned "**Grant of Security Interest in Patent Collateral**" is hereby amended by inserting the following new last sentence at the end of the paragraph:

"Each Lender permits the Borrower to (but Borrower shall not be obligated to) modify this Agreement without the necessity of any Lender's further approval or signature, by amending Schedule 1 hereto to include any future or other after-acquired Patent Collateral."

2 Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment.

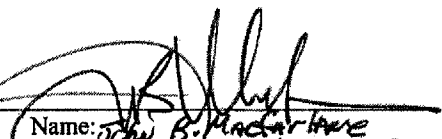
3 Governing Law. New York law governs this Amendment without regard to principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 1 to the Patent Security Agreement has been executed as of the day and year first above written.

BORROWER:

COMPRESSUS INC.

By: 
Name: John B. Macfarlane
Title: Chief Executive Officer

Address:

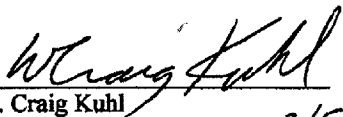
STATE OF District of Columbia)
) ss.
COUNTY OF _____)

On this 10 day of March, 2011, before me, the undersigned notary public, personally appeared John B. Macfarlane proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

Rashidah Ali
(official signature and seal of notary)

My commission expires: July 14, 2012

AGREED TO AND ACCEPTED:
LENDER:


W. Craig Kuhl 2/5/11

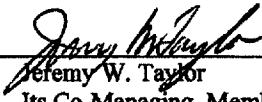
AGREED TO AND ACCEPTED:
LENDER:


Daniel B. Scherder

AGREED TO AND ACCEPTED:
LENDER:

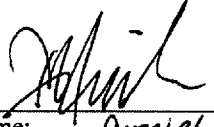
PENN IMAGING OF HUMBLE, L.P.

By: PIH Management, L.L.C.
Its General Partner


By 
Jeremy W. Taylor
Its Co-Managing Member

AGREED TO AND ACCEPTED:
LENDER:

City National Bank TTEE Arnold & Porter 401KPSP FBO Fern O'Brian

By 
Name: Gerald Abunith
Title: VP / TRUST OFFICER

AGREED TO AND ACCEPTED:
LENDER:


Valerie Wiener

AGREED TO AND ACCEPTED:
LENDER:

Thomas B. Boguess Living Trust

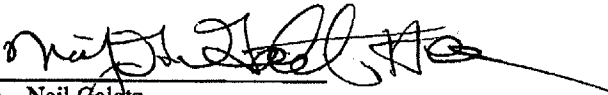
By 

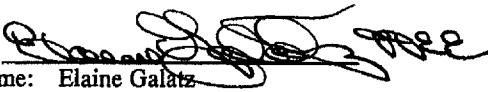
Name: Thomas B. Boguess

Title: Trustee

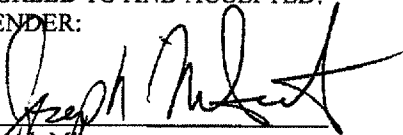
AGREED TO AND ACCEPTED:
LENDER:

Neil Galantz and Elaine Galatz, Trustees of Galatz 1977 Family Trust

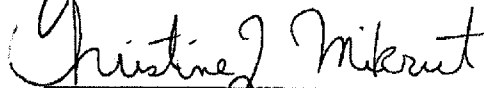
By 
Name: Neil Galatz
Title: Trustee

By 
Name: Elaine Galatz
Title: Trustee

AGREED TO AND ACCEPTED:
LENDER:

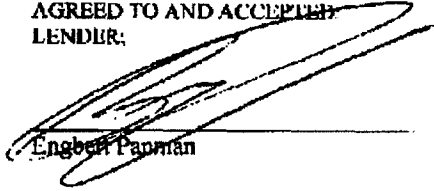


Joseph Mikrut



Christine L. Mikrut

AGREED TO AND ACCEPTED
LENDIR:



Engben Panman

A/73615205.1

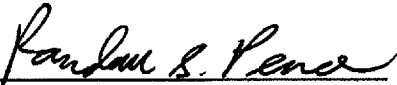
AGREED TO AND ACCEPTED:
LENDER:



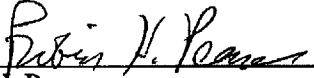
David Lawrence Hutsell

AGREED TO AND ACCEPTED:
LENDER:

Randall G. Pence or Robin H. Pence, JTWROS



Randall G. Pence



Robin H. Pence

AGREED TO AND ACCEPTED:
LENDER:

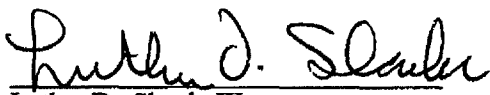
Equity Trust Company, d.b.a. Sterling Trust Custodian
FBO John Fenton Evans A/C 110494

By: 
Name: JOHN FENTON EVANS
Title: N/A

Equity Trust Company, dba
Sterling Trust FBO: JOHN F. EVANS #110494
Natalie Thompson 2/28/11
Authorized Signor

A/73645205.1

AGREED TO AND ACCEPTED:
LENDER:



Luther D. Shank, III

A/73645705 1