

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
AIRSTRIP TECHNOLOGIES, INC.	07/29/2011
AIRSTRIP HOLDINGS, LLC	07/29/2011
AIRSTRIP OPERATIONS, LLC	07/29/2011
AIRSTRIP IP HOLDINGS, LLC	07/29/2011
AIRSTRIP OB, LLC	07/29/2011
AIRSTRIP RPM, LLC	07/29/2011
AIRSTRIP CARDIO, LLC	07/29/2011

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12722341
PCT Number:	US1026993
Application Number:	13075903
Application Number:	11301348
PCT Number:	US0600035
PCT Number:	US1037728
Application Number:	61433824

CORRESPONDENCE DATA

Fax Number: (415)591-1400

501672648

PATENT
REEL: 026978 FRAME: 0328

CH \$280.00 12722341

Phone: (415) 591-1000

Email: tsien@winston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Ted Sien

Address Line 1: 101 California Street, Suite 3900

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

250121.1 AIRSTRIP

NAME OF SUBMITTER:

JOHN D. FREDERICKS, ESQ.

Total Attachments: 8

source=Airstrip_IP Security Agt_07 29 11#page1.tif

source=Airstrip_IP Security Agt_07 29 11#page2.tif

source=Airstrip_IP Security Agt_07 29 11#page3.tif

source=Airstrip_IP Security Agt_07 29 11#page4.tif

source=Airstrip_IP Security Agt_07 29 11#page5.tif

source=Airstrip_IP Security Agt_07 29 11#page6.tif

source=Airstrip_IP Security Agt_07 29 11#page7.tif

source=Airstrip_IP Security Agt_07 29 11#page8.tif

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement"), dated as of July 29, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company, and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

We have entered into (a) a Plain English Growth Capital Loan and Security Agreement dated as of July 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"), with Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, and (b) a Plain English Continuing Guaranty and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Guaranty"), with Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company. Pursuant to the Loan Agreement and the Guaranty, each of You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that each of You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST OF PATENTS

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of you represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after the occurrence, and during the continuance, of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. **GOVERNING LAW; COUNTERPARTS**

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

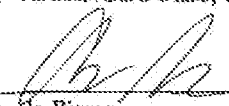
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

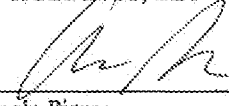
IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

AIRSTRIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer


AIRSTRIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer


AIRSTRIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer


AIRSTRIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

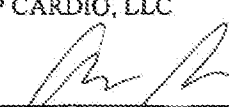
AIRSTRIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

PATENTS

None

PATENT APPLICATIONS

Grantor	Patent Name	Status and Date Filed	Application Number
Airstrip IP Holdings, LLC	Single Log-In	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	12/722,341
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	PCT/US2010/026993
Airstrip IP Holdings, LLC	Multi-Factor Authentication for Remote Access of Patient Data	Pending 3/30/11	13/075,903
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 12/12/05	11/301,348
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2006213066
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2,608,497
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on	Published 1/3/06	200680006961.7

	Mobile Devices		
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 1/3/06	06717260.1
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	6042/DELNP/2007
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	NAT Phase 1/3/06	PCT/US2006/000035
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 6/8/10	PCT/US2010/037728
Airstrip IP Holdings, LLC	Appoint	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending 1/18/11	61/433,824

SCHEDULE B

To Plain English Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

None

TRADEMARK APPLICATIONS

Grantor	Trademark Name	Status and Date Filed	Serial Number
Airstrip IP Holdings, LLC	AirStrip Ball Logo	Pending/ 4/26/11	85/304,776

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None