

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Healthsense, Inc.	10/19/2012
RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd., Ste. 400
Internal Address:	Attn: Mike Field
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7248059
Patent Number:	7589637
Patent Number:	7590534
Patent Number:	7701332
Patent Number:	8164461
Patent Number:	8184782
Patent Number:	7893843
Patent Number:	8120480
Patent Number:	8164444
Application Number:	10737076
Application Number:	13183224
Application Number:	13324711
CORRESPONDENCE DATA	

Fax Number: 8586385130

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

355157-170

NAME OF SUBMITTER:

Troy Zander

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and HEALTHSENSE, INC. ("Grantor") is made with reference to the Loan and Security Agreement, dated as of October 11, 2012 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

HEALTHSENSE, INC.

By: Susan Horvath

Name: Susan Horvath

Title: CFO

Address for Notices:

Attn: Sue Horvath, CFO
1191 Northland Drive, Suite 100
Mendota Heights, MN 55120
Fax:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Justin Horner

Name: Justin Horner

Title: AVP - Relationship Manager

Address for Notices:

Attn: MIKE FIELD - EXECUTIVE VICE PRESIDENT
55 ALMADEN BLVD, SUITE 400
SAN JOSE, CA 95113
(408) 556-6501

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Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist ☐

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
MYHEALTHSENSE	85555291	N/A		1/28/12
ENEBHBBOR	78597834	3262427		3/30/05
HEALTHSENSE	78753568	3437913		11/14/05
DISCOVER, EVALUATE AND IMPLEMENT	78614501	3271557		4/22/05
RED WING TECHNOLOGIES	78064402	2586685		5/18/01

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Activity monitoring	N/A	10737076	Published	12/16/03
Low power sensor	7248059	11361872	Issued	7/24/07
Monitoring activity of an individual	7589637	11323077	Issued	9/15/09
Method and apparatus for processing voice data	7590534	10144436	Issued	9/15/09
Remote device for a monitoring system	7701332	11488963	Issued	4/20/10
Monitoring task performance	8164461	11788178	Issued	4/24/12
Method and apparatus for processing voice calls	8184782	10666537	Issued	5/22/12
Occupancy sensor	N/A	13183224	Published	7/14/11
Activity windowing	7893843	12141471	Issued	2/22/11
Sensing circuit board communications module assembly	8120480	12141531	Issued	2/21/12
Position detection	8164444	12432565	Issued	4/24/12
Monitoring activity of an individual	N/A	13324711	Published	12/13/11