

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
AWAREPOINT CORPORATION	04/29/2013

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 38

Property Type	Number
Patent Number:	7312752
Patent Number:	7324824
Patent Number:	7463907
Patent Number:	7545326
Patent Number:	7336182
Patent Number:	7626545
Patent Number:	7602338
Patent Number:	7616156
Patent Number:	7443297
Patent Number:	7564357
Patent Number:	7884712
Patent Number:	7504928
Patent Number:	7956746
Patent Number:	8248242
Patent Number:	8041369

OP \$1520.00 7312752

Patent Number:	7636046
Patent Number:	8319635
Patent Number:	8033462
Patent Number:	8285564
Patent Number:	8031120
Patent Number:	7701334
Patent Number:	7941096
Patent Number:	8089354
Patent Number:	8040238
Patent Number:	8368540
Application Number:	12885509
Application Number:	13400089
Application Number:	13371416
Application Number:	13400102
Application Number:	61644418
Application Number:	13589117
Application Number:	12554814
Application Number:	13646640
Application Number:	13338346
Application Number:	13244257
Application Number:	13103094
Application Number:	13029107
Application Number:	11872720

CORRESPONDENCE DATA

Fax Number: 4088524475
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4088417195
Email: dsanchezbentz@vlpawgroup.com
Correspondent Name: Diana Sanchez Bentz, Legal Specialist
Address Line 1: VLP Law Group LLP
Address Line 2: 235 Victoria Drive
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-AWAREPOINT-PATENTS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/

05/20/2013

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of April 29, 2013 by and between SILICON VALLEY BANK (“Bank”) and AWAREPOINT CORPORATION (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

AWAREPOINT CORPORATION

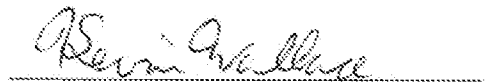


By: TIMOTHY C. ROCHE

Title: CHIEF FINANCIAL OFFICER

BANK:

SILICON VALLEY BANK



By: Kevin Wallace

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

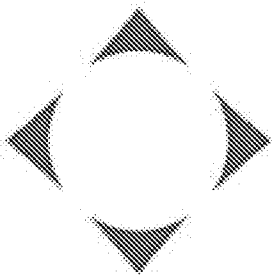
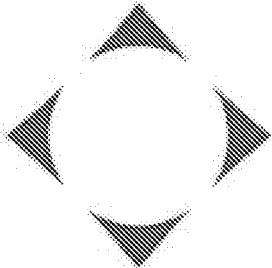
<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WIRELESS POSTION LOCATION AND TRACKING SYSTEM	7312752	12/25/2007
WIRELESS NETWORK MONITORING SYSTEM	7324824	01/29/2008
PLUG-IN NETWORK APPLIANCE	7463907	12/09/2008
WIRELESS TRACKING SYSTEM AND METHOD WITH MULTIPATH ERROR MITIGATION	7545326	06/09/2009
WIRELESS TRACKING SYSTEM AND METHOD WITH OPTICAL TAG REMOVAL DETECTION	7336182	02/26/2008
WIRELESS POSITION LOCATION AND TRACKING SYSTEM	7626545	12/01/2009
WIRELESS POSITION LOCATION AND TRACKING SYSTEM	7602338	10/13/2009
WIRELESS POSITION LOCATION AND TRACKING SYSTEM	7616156	11/10/2009
WIRELESS TRACKING SYSTEM AND METHOD WITH OPTICAL TAG REMOVAL DETECTION	7443297	10/28/2008
WIRELESS TRACKING SYSTEM AND METHOD WITH OPTICAL TAG REMOVAL DETECTION	7564357	07/21/2009
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING TAGS WITH VARIABLE POWER LEVEL TRANSMISSIONS	7884712	02/08/2011
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING TAGS WITH VARIABLE POWER LEVEL TRANSMISSIONS	7504928	03/17/2009
WIRELESS TRACKING SYSTEM AND METHOD WITH TAG REMOVAL DETECTION	7956746	06/07/2011
WIRELESS TRACKING SYSTEM AND METHOD WITH EXTREME TEMPERATURE RESISTANT TAG	8248242	08/21/2012
PLUG-IN NETWORK APPLIANCE	8041369	10/18/2011
WIRELESS TRACKING SYSTEM AND METHOD WITH EXTREME TEMPERATURE RESISTANT TAG	7636046	12/22/2009
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING VARIABLE LOCATION ALGORITHMS	8319635	11/27/2012
WIRELESS TRACKING SYSTEM AND METHOD FOR STERILIZABLE OBJECT	8033462	10/11/2011
WIRELESS TRACKING SYSTEM AND METHOD FOR ANALYZING AN INTERACTION BETWEEN OBJECTS	8285564	10/09/2012

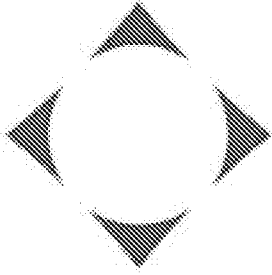
Antenna Diversity For Wireless Tracking System And Method	US20110025464	02/03/2011
	12554814	09/04/2009
WIRELESS POSITION LOCATION AND TRACKING SYSTEM	8031120	10/04/2011
WIRELESS TRACKING SYSTEM AND METHOD FOR STERILIZABLE OBJECT	7701334	04/20/2010
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING NEAR-FIELD COMMUNICATION DEVICES	7941096	05/10/2011
WIRELESS TRACKING SYSTEM AND METHOD FOR BACKHAUL OF INFORMATION	8089354	01/03/2012
WIRELESS TRACKING SYSTEM AND METHOD FOR BACKHAUL OF INFORMATION	8040238	10/18/2011
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING NEAR-FIELD COMMUNICATION DEVICES	8368540	02/05/2013
	13527563	06/19/2012
	20120264374	10/18/2012
Wireless Tracking System And Method For Analyzing An Interaction Between Objects	20130030833	01/31/2013
	13646640	10/05/2012
Wireless Tracking System And Method For Backhaul of Information	20120133489	05/31/2012
	13338346	12/28/2011
WIRELESS TRACKING SYSTEM AND METHOD UTILIZING MULTIPLE LOCATION ALGORITHMS	20120077514	03/29/2012
	13244257	09/23/2011
Wireless Tracking System And Method Utilizing Near-Field Communication Devices	20110207402	08/25/2011
	13103094	05/08/2011
Wireless Tracking System And Method Utilizing Near-Field Communication Devices	20110201270	08/18/2011
	13029107	02/16/2011
Wireless Position Location And Tracking System	20080036661	02/14/2008
	11872720	10/16/2007
Wireless Tracking System And Method Utilizing Near-Field Communication Devices	12885509	09/18/2010
Wireless Tracking System And Method Utilizing Near-Field Communication	13400089	02/19/2012
Sterilizable Wireless Tracking And Communication Device And Method For Manufacturing	13371416	02/11/2012
Method And System For Modeling The Temperature Of An Object	13400102	02/19/2012
Low Frequency Magnetic Induction Positioning System And Method	61644418	05/08/2012
Wireless Tracking System And Method With Extreme Temperature Resistant Tag	13589117	08/08/2012

Wireless Tracking System And Method With Multipath Error Mitigation	US20090219210	09/03/2009
	12463411	05/10/2009
Wireless Position Location And Tracking System	US20100073235	03/25/2010
Wireless Position Location And Tracking System	US20100090901	04/15/2010
Wireless Tracking System And Method Utilizing Near-Field Communication Devices	US20110068892	03/24/2011
Wireless Tracking System And Method Utilizing Tags With Variable Power Level Transmissions	US20110128148	06/02/2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AWAREPATIENTCARE	85528073	01/29/2012
AWARERADIOLOGY	85528071	01/29/2012
AWAREED	85528068	01/29/2012
AWARESURGICAL	85528063	01/29/2012
AWARECARETEAM	85528061	01/29/2012
AWAREASSETS	85528057	01/29/2012
AWAREHANDHYGIENE	85528055	01/29/2012
TAG-TO-TAG	85682305	07/20/2012
REAL-TIME AWARENESS SOLUTIONS	3310599	10/16/2007
AWAREPOINT	3281658	08/21/2007
SEARCHPOINT	3651819	07/07/2009
SECUREPOINT	3658691	07/21/2009
INFOPOINT	3658690	07/21/2009
	3404631	04/01/2008
	3404630	04/01/2008



3513536 10/07/2008

AWAREPOINT	3342640	11/27/2007
AMELIOR EDADVISOR	3492011	08/26/2008
ORCHESTRATING FLOW...ADVANCING CARE	3562281	01/13/2009
AMELIOR ED	3439943	06/03/2008
AMELIOR TRACKER	3300062	09/25/2007
AMELIOR ORTRACKER	3146710	09/19/2006
AMELIOR EDTRACKER	3149838	09/26/2006
AMELIOR INTERFACE GATEWAY	3598459	03/31/2009
AMELIOR EDLOG	3594628	03/24/2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE