

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2640966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VERTO MEDICAL SOLUTIONS, LLC	12/06/2013

RECEIVING PARTY DATA

Name:	JP MORGAN CHASE BANK, NA
Street Address:	10 SOUTH DEARBORN, 22ND FLOOR
Internal Address:	MAILCODE 1L1-1454 ATTN DAVID LEHNER
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 35

Property Type	Number
Patent Number:	D618218
Patent Number:	D618219
Patent Number:	D654057
Patent Number:	D678856
Patent Number:	D678857
Patent Number:	D678858
Patent Number:	D673530
Patent Number:	D678868
Application Number:	12710903
Application Number:	12985892
Application Number:	13281907
Application Number:	13399058
Application Number:	29435920
Application Number:	29435918

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Application Number:	29435919
Application Number:	61720392
Application Number:	29435915
Application Number:	29435916
Application Number:	29435917
Application Number:	13734085
Application Number:	61781111
Application Number:	61781279
Application Number:	61794232
Application Number:	29452364
Application Number:	61812229
Application Number:	13891230
Application Number:	61842838
Application Number:	29459888
Application Number:	29459884
Application Number:	29465297
Application Number:	29466561
Application Number:	29466564
Application Number:	29466566
Application Number:	29466562
Application Number:	29466559

**CORRESPONDENCE DATA**

Fax Number: (314)259-2020  
Phone: 314-259-2020  
Email: susan.murphy@bryancave.com  
*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*  
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Address Line 1: 211 NORTH BROADWAY, SUITE 3600  
Address Line 2: ATTN: JILL GIORGIO  
Address Line 4: ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0360297
NAME OF SUBMITTER:	JILL GIORGIO
Signature:	/Jill Giorgio/
Date:	12/09/2013

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## PATENT SECURITY AGREEMENT

**PATENT SECURITY AGREEMENT**, dated as of December 6, 2013, by VERTO MEDICAL SOLUTIONS, LLC, a Delaware limited liability company ("Grantor") in favor of J.P. MORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, Grantor and the Lender are entering into a Credit Agreement dated as of December 6, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Grantor is entering into this Security Agreement in order to induce the Lender to enter into and extend credit to the Grantor under the Credit Agreement.; and

WHEREAS, Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Lender (the "Security Agreement") in which Grantor agreed, among other things, to grant to the Lender a security interest in the intellectual property including a security interest in patent licenses (to the extent that any patent license is not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, Grantor hereby agrees with the Lender as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means (a) all patents now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of Canada, or any other country, and (b) the right to obtain all renewals thereof.

"Patent License" means any agreement, whether written or oral, providing for the grant by or to the Grantors of any right to use any Patent.

**SECTION 2. Grant of Security Interest in Patent Collateral.** Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby sells, conveys, pledges and grants a continuing and unconditional security interest to the Lender, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent License; and

(d) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Patent or Patent License or (ii) injury to the goodwill associated with any Patent or any Patent License.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by Grantor that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents or Patent Licenses, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Lender's interest in such Patents or Patent Licenses or any other action or failure to act in connection with this Patent Security Agreement. Grantor shall remain liable for any and all claims by any Person that the conduct of Grantor's business or products or processes of Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. **Termination of Security Interest in Patent Collateral.** Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, Lender shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Lender, and at the sole expense of Grantor, to Grantor, against receipt therefor, all of the Lender's rights and interests in the Patent Collateral (if any) as shall not have been sold or otherwise applied by the Lender pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to Grantor, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. **Notices.** All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 8.01 of the Credit Agreement.

SECTION 8. **Modifications.** This Patent Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by Grantor and the Lender.

SECTION 9. **Oral Agreements.** **ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO**


FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

SECTION 10. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MISSOURI, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature page follows.]

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

VERTO MEDICAL SOLUTIONS, LLC

By:   
Name: Craig M. Cefanna  
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: David A. Lehner  
Title: Authorized Officer

Signature Page to Patent Security Agreement

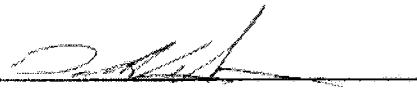
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERTO MEDICAL SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: Craig M. Ceranna  
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.

By:   
Name: David A. Lehner  
Title: Authorized Officer

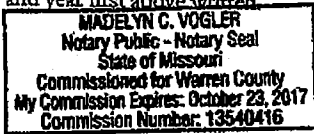


ACKNOWLEDGEMENT OF GRANTOR

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

On this 5<sup>th</sup> day of June, 2013, before me personally appeared Craig M. Ceranna, to me personally known, who, being by duly sworn, did say that he is the Chief Financial Officer of VERTO MEDICAL SOLUTIONS, LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Craig M. Ceranna acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Madelyn C. Vogler  
Notary Public

My Commission expires:  
10/23/2017

**SCHEDULE I**

**Patents, Patent Applications and Patent Licenses**

<b>Country/Region</b>	<b>Title</b>	<b>Filing Date</b>	<b>Status</b>	<b>Application No. / Registration No.</b>
United States of America	Ear Bud Adapter	4/30/09	Issued	D618218
United States of America	Ear Bud Adapter	5/1/09	Issued	D618219
European Community	Ear Bud Adapter	10/30/09	Issued	11746760001
European Community	Ear Bud Adapter	10/30/09	Issued	11746760002
Japan	Ear Bud Adapter	10/30/09	Issued	1420919
Korea, Republic of	Ear Bud Adapter	10/30/09	Issued	30602220
Korea, Republic of	Ear Bud Adapter	10/30/09	Issued	30606340
European Community	Ear Bud Adapter	11/2/09	Issued	1174791
Japan	Ear Bud Adapter	11/2/09	Issued	1400381
Korea, Republic of	Ear Bud Adapter	2/19/10	Issued	300618099
Japan	Ear Bud Adapter	1/4/11	Issued	1423387
United States of America	Earphone Earloop	1/5/11	Issued	D654057
Korea, Republic of	Earphone Earloop	7/4/11	Issued	30656333
European Community	Earphone Earloop	7/4/11	Issued	001284384-0001
China (People's Republic)	Earphone Earloop	7/4/11	Issued	ZL2011302246889
Japan	Earphone Earloop	7/5/11	Issued	1432491
United States of America	Behind The Neck Wireless Headset	11/8/11	Issued	D678856
United States of America	Behind The Neck Wireless Headset	11/8/11	Issued	D678857
United States of America	Behind The Neck Wireless Headset	11/8/11	Issued	D678858
United States of America	Ear Bud Adapter	11/8/11	Issued	D673530
United States of America	Ear Bud Adapter	11/8/11	Issued	D678868
Patent Cooperation Treaty	Earpiece System	4/30/10	Nationalized	PCT/US2010/033197
Patent Cooperation Treaty	Ear Sizing System And Method	8/17/10	Nationalized	PCT/US2010/045773
United States of America	Earpiece System	2/23/10	Pending	12/710903
United States of America	Image Capture And Earpiece Sizing System	1/6/11	Pending	12/985892
United States of America	Earpiece System	10/26/11	Pending	13/281907
Canada	Earpiece System	10/26/11	Pending	2760091
Brazil	Earpiece System	10/28/11	Pending	PI10151966
Japan	Earpiece System	10/28/11	Pending	2012508778

India	Earpiece System	10/31/11	Pending	7970CHENP2011
Australia	Earpiece System	11/7/11	Pending	2010242811
Korea, Republic of	Earpiece System	11/29/11	Pending	1020117028594
European Patent Convention	Earpiece System	11/30/11	Pending	107704314
China (People's Republic)	Earpiece System	12/9/11	Pending	201080025862
United States of America	Ear Sizing System And Method	2/17/12	Pending	13/399058
European Patent Convention	Ear Sizing System And Method	3/15/12	Pending	108104977
United States of America	Behind The Ear Earphone With Enhancer	10/30/12	Pending	29/435920
United States of America	Switch	10/30/12	Pending	29/435918
United States of America	Earphone With Enhancer	10/30/12	Pending	29/435919
United States of America	Splitter For Earphones And Headphones	10/30/12	Pending	61/720392
United States of America	Earphone	10/30/12	Pending	29/435915
United States of America	Splitter	10/30/12	Pending	29/435916
United States of America	Behind the Ear Earphone	10/30/12	Pending	29/435917
Patent Cooperation Treaty	MFi Music Control	1/4/13	Pending	PCT/US2013/020227
United States of America	Earbuds and Earphones for Personal Sound System	1/4/13	Pending	13/734085
United States of America	Earphones	3/14/13	Pending	61/781111
United States of America	Behind the Ear Earphone System	3/14/13	Pending	61/781279
United States of America	Closed Loop Athlete Training System	3/15/13	Pending	61/794232
United States of America	Wireless Headphones	4/15/13	Pending	29/452364
United States of America	Wireless Headphones	4/15/13	Pending	61/812229
Patent Cooperation Treaty	Earbuds and Earphones with Physiologic Sensors	5/10/13	Pending	PCT/US2013/040471
United States of America	Earphones and Earbuds with Physiologic Sensors	5/10/13	Pending	13/891230
United States of America	Earphone	7/3/13	Pending	61/842838
United States of America	Behind The Ear Earphone	7/3/13	Pending	29/459888
United States of America	Earphone	7/3/13	Pending	29/459884
United States of	Phone Case	8/26/13	Pending	29/465297

America				
United States of America	Cinch for Earbud and Earphone Cords	9/9/13	Pending	29/466561
United States of America	Controller	9/9/13	Pending	29/466564
United States of America	Controller for Earbuds and Earphones	9/9/13	Pending	29/466566
United States of America	Plug	9/9/13	Pending	29/466562
United States of America	Earbud	9/9/13	Pending	29/466559