

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2917555

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
CAS MEDICAL SYSTEMS, INC.		06/27/2014
RECEIVING PARTY DATA		
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT	
Street Address:	TWO BETHESDA METRO CENTER, SUITE 600	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	
PROPERTY NUMBERS Total: 32		
Property Type	Number	
Patent Number:	6456862	
Patent Number:	7072701	
Patent Number:	8078250	
Patent Number:	8396526	
Patent Number:	8077312	
Patent Number:	7047054	
Patent Number:	7313427	
Patent Number:	8428674	
Patent Number:	8391942	
Patent Number:	D694133	
Patent Number:	6687524	
Patent Number:	6537228	
Patent Number:	5511552	
Patent Number:	8761851	
Application Number:	13323479	
Application Number:	13793964	
Application Number:	12090671	
Application Number:	12851977	
Application Number:	13383391	
Application Number:	13511928	
Application Number:	13228183	

PATENT

Property Type	Number
Application Number:	13985232
Application Number:	13444509
Application Number:	61885830
Application Number:	13543180
Application Number:	61847855
Application Number:	13758511
Application Number:	14041733
Application Number:	14061308
Application Number:	61819948
PCT Number:	US1374127
Application Number:	14102004

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: CAROL FRASER, PARALEGAL

Address Line 1: 1180 PEACHTREE STREET

Address Line 2: KING & SPALDING LLP

Address Line 4: ATLANTA, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	CAS MEDICAL.09642.015068
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NAME OF SUBMITTER:	CAROL FRASER
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SIGNATURE:	//Carol Fraser//
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DATE SIGNED:	06/27/2014
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 27, 2014, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of General Electric Capital Corporation (“**GE Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders (as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 27, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), among CAS Medical Systems, Inc. (“**Borrower**”), the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make Loans to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to the Loan and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement, and to induce the Lenders to make the Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

(a) all rights, title and interests arising under any Requirement of Law in or relating to letters patent and applications therefor (“**Patents**”) including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

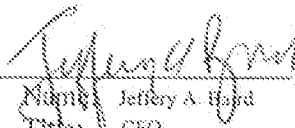
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

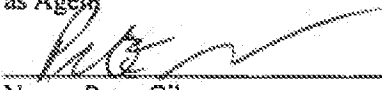
Very truly yours,

CAS MEDICAL SYSTEMS, INC., as Grantor

By: 
Name: Jeffery A. Bard
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Peter Gibson
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Description</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Registration / Application Date</u>
Method for Non- Invasive Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	6,456,862	4/30/2001
Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	7,072,701	7/24/2003
Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	8,078,250	3/16/2006
Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	8,396,526	7/10/2008
Calibration Device for a Spectrophotometric System	CAS Medical Systems, Inc.	8,077,312	5/06/2008
Laser Diode Optical Transducer Assembly for Non-Invasive Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	7,047,054	9/14/2001
Laser Diode Optical Transducer Assembly for Non-Invasive Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	7,313,427	3/20/2006
Apparatus for Spectrometric Based Oximetry	CAS Medical Systems, Inc.	8,428,674	5/14/2009
Method and Apparatus for Determining Cerebral Desaturation In Patients Undergoing Deep Hypothermic Circulatory Arrest	CAS Medical Systems, Inc.	8,391,942	10/06/2009
NIRS Sensor Assembly	CAS Medical Systems, Inc.	D694,133	8/10/2012
Disposable neonatal electrode for use in a high humidity environment	CAS Medical Systems, Inc.	6,687,524	8/24/1999
Apnea detector with artifact rejection	CAS Medical Systems, Inc.	6,537,228	4/24/2001
Disposable blood pressure cuff	CAS Medical Systems, Inc.	5,511,552	9/02/1994
Indicators for a Spectrophotometric System	CAS Medical Systems, Inc.	8,761,851	6/23/2008

2. PATENT APPLICATIONS

<u>Description</u>	<u>Owner</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	13/323,479	12/12/2011
Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	13/793,964	3/11/2013
Method and Apparatus for Spectrophotometric Based Oximetry	CAS Medical Systems, Inc.	12/090,671	9/09/2008
Improved Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	12/851,977	8/06/2010
Method for Spectrophotometric Blood Oxygenation Monitoring Of The Lower Gastrointestinal Tract	CAS Medical Systems, Inc.	13/383,391	2/14/2012
Method for Spectrophotometric Blood Oxygenation Monitoring of Organs in the Body	CAS Medical Systems, Inc.	13/511,928	10/04/2012
Apparatus and Method For Non-Invasively Determining Oxygen Saturation of Venous Blood and Cardiac Output Using NIRS	CAS Medical Systems, Inc.	13/228,183	9/08/2011
Nirs Sensor Assembly Including Electrically Conductive and Optically Transparent Emi Shielding	CAS Medical Systems, Inc.	13/985,232	10/25/2013
Method and Apparatus for Determining an Oxygen Desaturation Event	CAS Medical Systems, Inc.	13/444,509	4/11/2012
Method for Determining A Blood Pressure Value Of a Subject With Isolated Systolic Hypertension	CAS Medical Systems, Inc.	61/885,830	10/02/2013
Apparatus for Measuring The Luminance and Temperature Of a Light Source of a Spectrophotometric Device	CAS Medical Systems, Inc.	13/543,180	7/06/2012
Improved Method for Spectrophotometric Blood Oxygenation Monitoring	CAS Medical Systems, Inc.	61/847,855	7/18/2013
Method and Apparatus for Monitoring a Blood Oxygen Saturation Level Relative to a Saturation Threshold Value	CAS Medical Systems, Inc.	13/758,511	2/04/2013
Systems and Methods for Spectroscopic Measurement Of a Characteristic Of Biological Tissue	CAS Medical Systems, Inc.	14/041,733	9/30/2013
Signal Monitoring System Including Emi-Shielding Coupler	CAS Medical Systems, Inc.	14/061,308	10/23/2013
NIRS Sensor Assembly Including Emi Shielding	CAS Medical Systems, Inc.	14/102,004	12/10/2013
Method for Spectrophotometrically Determining a Blood Oxygen Parameter	CAS Medical Systems, Inc.	PCT/US13/74127	12/10/2013

<u>Description</u>	<u>Owner</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Non-Invasive Medical Device Including One Or Both Of An Optically Reflective Layer	CAS Medical Systems, Inc.	61/819,948	5/06/2013