

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3424063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAREVIEW COMMUNICATIONS, INC.	06/26/2015
RECEIVING PARTY DATA	
Name:	PDL BIOPHARMA, INC.
Street Address:	932 SOUTHWOOD BOULEVARD
City:	INCLINE VILLAGE
State/Country:	NEVADA
Postal Code:	89451
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	7477285
Patent Number:	8471899
Patent Number:	8675059
Application Number:	12151452
Application Number:	14188396
Application Number:	13714587
Application Number:	13429101
Application Number:	14039931
Application Number:	14158016
Application Number:	14209726
Patent Number:	8676603
Patent Number:	9041810
Application Number:	14213163
Application Number:	14710009
Patent Number:	7612666
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<i>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.</i>	
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Correspondent Name:	STEPHANIE S. KANN, SENIOR PARALEGAL
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Address Line 4:	IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73748-00048
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NAME OF SUBMITTER:	STEPHANIE S. KANN
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SIGNATURE:	/stephanie s. kann/
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DATE SIGNED:	07/02/2015
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

WHEREAS, CAREVIEW COMMUNICATIONS, INC., a Texas corporation (herein referred to as “Grantor”), having an address at 405 State Highway 121 Bypass, Suite B-240, Lewisville, Texas 75067, owns the letters patent and/or applications for letters patent of the United States of America more particularly described on Schedule 1-A annexed hereto as part hereof (the “Patents”);

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated as of June 26, 2015 (said Guarantee and Collateral Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; capitalized terms used but not otherwise defined herein having the meaning assigned to them in the Guarantee and Collateral Agreement) in favor of PDL BIOPHARMA, INC., a Delaware corporation, having an address at 932 Southwood Boulevard, Incline Village, Nevada 89451, as the agent (the “Agent”), for itself and the Lender party to the Credit Agreement (the “Secured Creditors”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Secured Creditors a security interest in all right, title and interest of Grantor in and to the Patents, together with all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, divisions, continuations, continuations-in-part, term restorations or extensions thereof, all Patent licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof for the full term of the Patents, to secure the prompt payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Creditors of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

Section 1. Grant of Security Interest in Patents

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”): all United States and foreign patents and certificates of invention, or similar industrial property rights, including, but not limited to each patent referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time), and with respect to any and all of the foregoing, (i) all applications therefor including the patent applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all proceeds, payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof.

Section 2. Security Agreement

The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral

Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are supplemental of, and more fully set forth in, the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Patent Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Patents subject to a security interest hereunder.

Section 4. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts.

This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Patent Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of such Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Patent Security Agreement to be duly executed as of the date first set forth above.

CAREVIEW COMMUNICATIONS, INC.,
a Texas corporation

By: 

Name: *Steven Johnson*

Title: *President & CEO*

Schedule 1-A to the PATENT SECURITY AGREEMENT

<u>Title</u>	<u>Date Filed or Granted</u>	<u>Serial No. or Patent No.</u>
<u>Non-Intrusive Data Transmission Network for Use in an Enterprise Facility and Method for Implementing</u>	<u>01/13/2009</u>	<u>7,477,285</u>
<u>System and Method for Documenting Patient Procedures</u>	<u>06/25/2013</u>	<u>8,471,899</u>
<u>System and Method for Using a Video Monitoring System to Prevent and Manage Decubitus Ulcers in Patients</u>	<u>03/18/2014</u>	<u>8,675,059</u>
<u>System and Method for Predicting Patient Falls</u>	<u>05/06/2008</u>	<u>12/151,452</u>
<u>System and Method for Using a Video Monitoring System to Prevent and Manage Decubitus Ulcers in Patients</u>	<u>02/24/2014</u>	<u>14/188,396</u>
<u>Electronic Patient Sitter Management System and Method for Implementing</u>	<u>12/14/2012</u>	<u>13/714,587</u>
<u>Noise Correcting Patient Fall Risk State System and Method for Predicting Patient Falls</u>	<u>03/23/2012</u>	<u>13/429,101</u>
<u>System and Method for Monitoring a Fall State of a Patient while Minimizing False Alarms</u>	<u>09/27/2013</u>	<u>14/039,931</u>
<u>Patient Video Monitoring Systems and Methods having Detection Algorithm Recovery from Changes in Illumination</u>	<u>01/17/2014</u>	<u>14/158,016</u>
<u>Systems and Methods for Dynamically Identifying a Patient Support Surface and Patient Monitoring</u>	<u>03/13/2014</u>	<u>14/209,726</u>
<u>System and Method for Documenting Patient Procedures</u>	<u>03/18/2014</u>	<u>8,676,603</u>
<u>System and Method for Predicting Patient Falls</u>	<u>5/26/2015</u>	<u>9,041,810</u>
<u>System and Method for Documenting Patient Procedures</u>	<u>03/14/2014</u>	<u>14/213,163</u>
<u>Electronic Patient Sitter Management System and Method for Implementing</u>	<u>5/12/2015</u>	<u>14/710,009</u>

Licenser	Licensee	Title	Date of License Agreement	Expiration Date of License	Patents Licensed
Intelliview Technologies	CareView Communications, Inc. (Lewisville, TX)	Video Based Monitoring System (Badawy)	09/01/2011	Upon Expiration of Patent	US 7,612,666*

* (a) License executed 9/1/2011 and recorded 12/20/2011 from Intelliview Technologies Inc. as Assignor to Mann Equity, LLC as Assignee (Reel 027415/Frame 0731).

(b) License executed 9/1/2011 and recorded 12/20/2011 from Mann Equity, LLC as Assignor to CareView Communications, Inc. as Assignee (Reel 27415/Frame 0873).

(c) Amended and Restated Intellectual Property Security Agreement executed 2/17/2015 and recorded 2/18/2015 from CareView Communications, Inc. (NV), CareView Operations, LLC and CareView Communications, Inc. (TX) as Assignors to Healthcor Partners Fund, L.P. as Assignee (Reel 035014/Frame 0408).

PATENT

REEL: 035971 FRAME: 0357

RECORDED: 07/02/2015