PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
DIGIRAD CORPORATION	01/01/2016

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	8362438
Patent Number:	7732780
Patent Number:	7700921
Patent Number:	7683341
Patent Number:	7668288
Patent Number:	7560699
Patent Number:	7417216
Patent Number:	7365334
Patent Number:	7297927
Patent Number:	7256386
Patent Number:	7164130
Patent Number:	7019783
Patent Number:	6734416
Patent Number:	6670258
Patent Number:	6630735
Patent Number:	6504178
Patent Number:	6194726
Patent Number:	6194715
Patent Number:	6172362
Patent Number:	6147352

Property Type	Number
Patent Number:	6091070
Patent Number:	6080984
Patent Number:	6055450
Patent Number:	6046454
Patent Number:	6037595
Patent Number:	6002134
Patent Number:	5967983
Patent Number:	5847396
Patent Number:	5786597
Patent Number:	5742060
Patent Number:	5677539
Patent Number:	6677182
Patent Number:	6798034
Patent Number:	7381961
Patent Number:	7569827
Patent Number:	7605397

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 2023704750
Email: ipteam@nationalcorp.com
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Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160504
NAME OF SUBMITTER:	TERESA L. MCNALLY
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	01/04/2016

Total Attachments: 9
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of January, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Digirad Corporation, a Delaware corporation ("Digirad"), the Subsidiaries of Digirad identified on the signature pages thereof as "Borrowers" (each, a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo, as sole lead arranger, and Wells Fargo, as sole book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 1, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1.   DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2.   GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a)   all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c)   all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3.   SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4.   SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5.   AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule 1 to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6.   COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
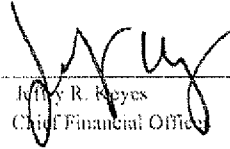
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7.	CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DIGIRAD CORPORATION,
a Delaware corporation

By: _____
    Name: Jeffry R. Keyes
    Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
    Name: Kathy R. Plisko
    Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.
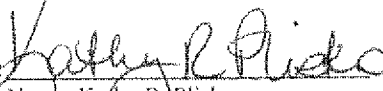
GRANTORS:

DIGIRAD CORPORATION,
a Delaware corporation

By: _____
    Name: Jeffry R. Keyes
    Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
    Name: Kathy R. Plisko
    Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENTS

Grantor	Country	Patent	Application/Patent Number	Filing Date
Digirad Corporation	United States	Use of Hybrid Collimation for Interleaved Emission and Transmission Scans for SPECT	8,362,438	August 27, 2010
Digirad Corporation	United States	Combined cold plate and radiation shield	7,732,780	May 22, 2007
Digirad Corporation	United States	Multi-short-scan technique in SPECT imaging	7,700,921	November 14, 2007
Digirad Corporation	United States	Using large field-of-view data to improve small field-of-view imaging	7,683,341	November 6, 2007
Digirad Corporation	United States	Discrete sampling of gamma ray field over multiple portions using multiple heads with spaces between the different portions	7,668,288	August 15, 2006
Digirad Corporation	United States	Small field-of-view detector head ("SPECT") attenuation correction system (XACT)	7,560,699	February 25, 2005
Digirad Corporation	United States	Fabrication of low leakage-current backside illuminated photodiodes (Diodes)	7,417,216	March 21, 2006
Digirad Corporation	United States	Automated three dimensional patient tracking during medical imaging procedures	7,365,334	September 28, 2005
Digirad Corporation	United States	Fabrication of low leakage-current backside illuminated photodiodes	7,297,927	August 31, 2006
Digirad Corporation	United States	Fabrication of low leakage-current backside illuminated photodiodes	7,256,386	May 10, 2004
Digirad Corporation	United States	Signal enhancement module	7,164,130	February 18, 2004
Digirad Corporation	United States	Charge pump power supply with noise control	7,019,783	October 4, 2004
Digirad Corporation	United States	Fabrication of low leakage-current backside illuminated photodiodes	6,734,416	November 15, 2002
Digirad Corporation	United States	Fabrication of low leakage-current backside illuminated photodiodes	6,670,258	April 20, 2001

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PATENT
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Grantor	Country	Patent	Application/Patent Number	Filing Date
Digirad Corporation	United States	Insulator/metal bonding island for active-area silver epoxy bonding	6,630,735	April 7, 2000
Digirad Corporation	United States	Indirect back surface contact to semiconductor devices (Diode)	6,504,178	April 5, 2001
Digirad Corporation	United States	Semiconductor radiation detector with downconversion element (Module)	6,194,726	September 22, 1998
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system (Mobility)	6,194,715	April 5, 1999
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system	6,172,362	April 5, 1999
Digirad Corporation	United States	Low profile open ring single photon emission computed tomographic imager	6,147,352	February 23, 1998
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system (Module)	6,091,070	July 3, 1997
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system (Module)	6,080,984	September 9, 1998
Digirad Corporation	United States	Bifurcated gamma camera system	6,055,450	February 23, 1998
Digirad Corporation	United States	Semiconductor radiation detector with enhanced charge collection	6,046,454	October 3, 1997
Digirad Corporation	United States	Radiation detector with shielding electrode	6,037,595	October 14, 1997
Digirad Corporation	United States	Cross-strip semiconductor detector with cord-wood construction	6,002,134	October 21, 1997
Digirad Corporation	United States	Apparatus for securing a medical imaging device to a body	5,967,983	October 31, 1995
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system	5,847,396	July 3, 1997
Digirad Corporation	United States	Semiconductor gamma-ray camera and medical imaging system	5,786,597	June 28, 1996
Digirad Corporation	United States	Medical system for obtaining multiple images of a body from different perspectives	5,742,060	August 9, 1996
Digirad Corporation	United States	Semiconductor radiation detector with enhanced charge collection	5,677,539	October 13, 1995
Digirad Corporation	United States	Technique for suppression of edge current in semiconductor devices	6,677,182	April 20, 2001

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Grantor	Country	Patent	Application/Patent Number	Filing Date
Digirad Corporation	United States	Technique for suppression of edge current in semiconductor devices	6,798,034	August 7, 2002
Digirad Corporation	United States	Multi-small field-of-view detector head SPECT system that scans over 360.ANG.	7,381,961	September 26, 2005
Digirad Corporation	United States	EMISSION-DATA-BASED PHOTON SCATTER CORRECTION IN COMPUTED NUCLEAR IMAGING TECHNOLOGY	7,569,827	August 16, 2006
Digirad Corporation	United States	CAPACITIVE BYPASS	7,605,397	August 14, 2006

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PATENT LICENSES

1. License Agreement, dated July 1, 2013, between Cedars-Sinai Health System, a d/b/a of Cedars-Sinai Medical Center, and Digirad Corporation.

2. License Agreement for Detector, dated May 19, 1999, between The Regents of the University of California, Department of Energy contract-operators of the Ernest Orlando Lawrence Berkeley National Laboratory, and Digirad Corporation.

   a. Amendment #1 to License Agreement for Detector, dated May 24, 2001, between The Regents of the University of California, Department of Energy contract-operators of the Ernest Orlando Lawrence Berkeley National Laboratory, and Digirad Corporation.

   b. Amendment #2 to License Agreement for Detector, dated July 28, 2004, between The Regents of the University of California, Department of Energy contract-operators of the Ernest Orlando Lawrence Berkeley National Laboratory, and Digirad Corporation.

3. Authorized Vendor Agreement, dated April 22, 2008, between INVIA LLC and Digirad Corporation.
   Advanced Integrator's Toolkit License Agreement, dated April 25, 2007, between Cedara Software Corp. and Digirad Corporation.

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