

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3749251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ACTIVECARE, INC.	02/19/2016
RECEIVING PARTY DATA	
Name:	PARTNERS FOR GROWTH IV, L.P.
Street Address:	1660 TIBURON BLVD, SUITE D
City:	TIBURON
State/Country:	CALIFORNIA
Postal Code:	94920
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	11486989
Application Number:	11486991
Application Number:	11830398
Application Number:	12830398
Application Number:	61827454
Patent Number:	6044257
Patent Number:	6636732
Patent Number:	6226510
Patent Number:	7092695
CORRESPONDENCE DATA	
Fax Number:	(415)738-5371
<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>	
Phone:	4153813283
Email:	ben@greenspan-law.com
Correspondent Name:	BENJAMIN GREENSPAN
Address Line 1:	620 LAGUNA ROAD
Address Line 4:	MILL VALLEY, CALIFORNIA 94941
ATTORNEY DOCKET NUMBER:	PFG4-ACTIVECARE
NAME OF SUBMITTER:	BENJAMIN GREENSPAN

SIGNATURE:	/bg/
DATE SIGNED:	02/22/2016
Total Attachments: 3 source=Patent Notice#page1.tif source=Patent Notice#page2.tif source=Patent Notice#page3.tif	

PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of February 19, 2016 ("Patent Agreement"), is between ActiveCare, Inc., a Delaware corporation with its principal place of business at 1365 West Business Park Drive, Suite 100, Orem, UT 84058 ("Assignor") and Partners for Growth IV, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit I hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of the IP Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

ActiveCare, Inc.

By James Dalton
Chief Executive Officer

By [Signature]
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

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WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of the IP Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

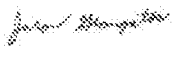
ActiveCare, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By  _____

Name: Jason Georgatos

Title: **Manager, Partners for Growth IV, LLC**
Its General Partner

EXHIBIT 1
ActiveCare, Inc.
Patent Schedule

Patent/Application Number	Title	Owner
11/486,989	Remote Tracking Device and System and Method for Two-Way Voice Communication Between Device and a Monitoring Center	ActiveCare
11/486,991	Remote Tracking System and Device with Variable Sampling	ActiveCare
11/830,398	Methods for Establishing Emergency Communications Between a Communications Device and a Response Center	ActiveCare
12/614,242	Systems and Devices for Emergency Tracking and Health Monitoring	ActiveCare
61/827,454	System and Method for Identifying, Tracking and Treating Chronic Illness Using Real-time Biometric Data	ActiveCare
1/629,722	Nanosensors	ActiveCare
1/501,466	Nanoscale Sensors	ActiveCare
CT/US2007/006545	Nanobioelectronics	ActiveCare
CT/US2007/013700	Nanosensors & Related Technologies	ActiveCare
CT/US2007/024126	High-Sensitivity Nanoscale Wire Sensors	ActiveCare
6,044,257	Panic Button Phone	Agreement 5/25/2009
6,636,732	Emergency Phone with Single Button Activation	Agreement 5/25/2009
6,226,510	Emergency Phone for Automatically Summoning Multiple Emergency Response Services	Agreement 5/25/2009
7,092,695	Emergency Phone with Alternate Number Calling Capability	Agreement 5/25/2009