

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4142777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OCUVERA LLC	11/10/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NG HEALTH VENTURES, LLC D/B/A OCUVERA
<b>Street Address:</b>	151 NORTH 8TH STREET
<b>Internal Address:</b>	SUITE 300
<b>City:</b>	LINCOLN
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68508
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	61714252
Application Number:	61826669
Application Number:	61880273
Application Number:	62305280
Application Number:	14055139
Application Number:	15061323
Application Number:	15210478
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(402)504-1636
<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>	
<b>Phone:</b>	402-502-1020
<b>Email:</b>	sloma@adventip.com
<b>Correspondent Name:</b>	ADVENT, LLP
<b>Address Line 1:</b>	THE ADVENT BUILDING
<b>Address Line 2:</b>	17838 BURKE STREET, SUITE 200
<b>Address Line 4:</b>	OMAHA, NEBRASKA 68118
<b>ATTORNEY DOCKET NUMBER:</b>	SECURITY AGMT - OCUVERA
<b>NAME OF SUBMITTER:</b>	TYSON B. BENSON
<b>SIGNATURE:</b>	/Tyson B. Benson/

PATENT

<b>DATE SIGNED:</b>	11/15/2016
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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of November 10, 2016 (the "Patent Security Agreement"), is made by Ocuvera LLC, a Nebraska limited liability company (the "Grantor"), in favor of NG Health Ventures, LLC, d/b/a Ocuvera, a Nebraska limited liability company (the "Grantee").

**WHEREAS**, the Grantor and the Grantee are entering into that certain Contribution and Security Agreement, dated as of the date hereof, by and between the Grantor and the Grantee (the "Contribution Agreement"); and

**WHEREAS**, the Contribution Agreement requires the Grantor to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Contribution Agreement, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms**. Capitalized terms used herein without definition are used as defined in the Contribution Agreement. The following terms shall have the following meanings:

"Patent Licenses" shall mean all present and future agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder).

"Patents" shall mean, collectively, with respect to the Grantor, all letters patent issued or assigned to, and all patent applications and registrations made by, the Grantor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to the Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, and rights to obtain any of the foregoing, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

**SECTION 2. Grant of Security Interest in Patent Collateral**. The Grantor, as collateral security for the Grantor's obligations to sell the Collateral upon exercise of the Purchase Option, hereby pledges, assigns and transfers to the Grantee, and grants to the Grantee, a security interest in, all of its right, title and interest in, to and under the following Collateral (collectively, the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

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

(iii) 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. Contribution Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Contribution Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Patent Security Agreement and the Contribution Agreement (or any portion hereof or thereof), the terms of the Contribution Agreement shall prevail.

**SECTION 4. Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Patents owned by such Grantor in its own name as of the date hereof.

**SECTION 5. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

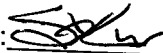
**SECTION 6. Counterparts.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**SECTION 7. Governing Law.** This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law of the State of Nebraska (without giving effect to the conflict of law principles thereof).

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IN WITNESS WHEREOF, the 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.


**OCUVERA LLC**

By:   
Name: STEVE KIENE  
Title: MANAGER

Acknowledged and Agreed to as of the date hereof:

**GRANTEE:**

**NG HEALTH VENTURES, LLC**

By:   
Name: Doug Durham  
Title: Principal / Manager

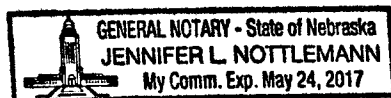
ACKNOWLEDGMENT OF GRANTOR

State of Nebraska )  
County of Lancaster ) ss.

On this 22 day of September, 2016, before me, a Notary Public in and for said state and county, personally appeared Steve Kiene, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is a duly authorized officer of the within named Grantor, and that he executed the foregoing instrument for the purposes herein contained.

Jennifer L Nottlemann  
Notary Public

My commission expires: May 24, 2017



## Schedule I

<u>U.S. Patent Application No.</u>	<u>Title</u>
61/714,252	PATIENT MONITORING IMAGE CAPTURE SYSTEM
61/826,669	PATIENT MONITORING IMAGE CAPTURE SYSTEM
61/880,273	PATIENT MONITORING IMAGE CAPTURE SYSTEM
62/305,280	MEDICAL ENVIRONMENT MONITORING SYSTEM
14/055,139	MEDICAL ENVIRONMENT MONITORING SYSTEM
15/061,323	MEDICAL ENVIRONMENT MONITORING SYSTEM
15/210,478	MEDICAL ENVIRONMENT MONITORING SYSTEM

That certain nonexclusive license from Nebraska Global Investment Company, LLC in favor of the Grantor relating to that certain U.S. Patent No. 9,072,929 and U.S. Patent Application No. 14/713,659, which are directed to a system and a method of tracking movement within a physical environment utilizing a depth sensing device.