

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4293234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TELCARE, LLC	02/21/2017
RECEIVING PARTY DATA	
Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS AGENT
Street Address:	2 BETHESDA METRO CENTER
Internal Address:	SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9064034
Application Number:	13293046
Application Number:	14744267
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<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:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	LINDA R. KASTNER, C/O LATHAM & WATKINS
Address Line 1:	330 N. WABASH AVENUE
Address Line 2:	SUITE 2800
Address Line 4:	CHICAGO, ILLINOIS 60611
NAME OF SUBMITTER:	LINDA KASTNER
SIGNATURE:	/lk/
DATE SIGNED:	02/27/2017
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT AGREEMENT, dated as of February 21, 2017, is made by Telcare, LLC (the "Grantor"), in favor of Healthcare Financial Solutions, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among BioTelemetry, Inc. (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 30, 2014 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Joinder Agreement, dated the date hereof (the "Joinder Agreement"), the Grantor has become a party to the Guaranty and Security Agreement, as a Guarantor and Grantor and is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to continue to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

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

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

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, 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. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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.

Section 4. 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 the Patents and IP Licenses 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, 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.

TELCARE, LLC
as Grantor

By: 
Name: Peter Ferola
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By: _____
Name:
Title:

SIGNATURE PAGE PATENT SECURITY AGREEMENT


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.

TELCARE, LLC
as Grantor

By: _____
Name: Peter Ferola
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC
as Agent

By:  _____
Name: _____
Title: _____

Danielle Katz
Duly Authorized Signatory

SIGNATURE PAGE PATENT SECURITY AGREEMENT

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

GRANTOR	COUNTRY	PATENT NUMBER	PATENT NAME/ DESCRIPTION	REGISTRATION/ APPLICATION NUMBER
Telcare, LLC	US	9064034	Handheld Blood Glucose Monitoring Device With Messaging Capability	13621656

PATENT APPLICATIONS

GRANTOR	COUNTRY	PATENT NUMBER	PATENT NAME/ DESCRIPTION	REGISTRATION/ APPLICATION NUMBER
Telcare, LLC	US	Pending	Handheld Blood Glucose Monitoring Device with Messaging Capability	13293046
Telcare, LLC	US	Pending	Handheld Blood Glucose Monitoring Device With Messaging Capability	14744267
Telcare, LLC	Europe	Pending	Handheld Blood Glucose Monitoring Device With Messaging Capability	12791620.3
Telcare, LLC	Japan	Pending	Handheld Blood Glucose Monitoring Device With Messaging Capability	2014-541205