

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4379985

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRIPLEPOINT CAPITAL LLC	05/12/2015
RECEIVING PARTY DATA		
Name:	AIRSTRIP TECHNOLOGIES, INC.	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78258	
Name:	AIRSTRIP HOLDINGS, LLC	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78258	
Name:	AIRSTRIP OPERATIONS, LLC	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78258	
Name:	AIRSTRIP IP HOLDINGS, LLC	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78258	
Name:	AIRSTRIP OB, LLC	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78258	
Name:	AIRSTRIP RPM, LLC	
Street Address:	335 E. SONTERRA BLVD., SUITE 200	
City:	SAN ANTONIO	

PATENT

State/Country:	TEXAS
Postal Code:	78258
Name:	AIRSTRIP CARDIO, LLC
Street Address:	335 E. SONTERRA BLVD., SUITE 200
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78258

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12722341
PCT Number:	US2010026993
Application Number:	13075903
Application Number:	11301348
PCT Number:	US2006000035
PCT Number:	US2010037728
Application Number:	61433824

CORRESPONDENCE DATA

Fax Number: (415)693-2222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 101 CALIFORNIA STREET, 5TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 325395-100

NAME OF SUBMITTER: C. RHEM

SIGNATURE: /CR/

DATE SIGNED: 04/21/2017

Total Attachments: 46

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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of May 12, 2015 by TriplePoint Venture Growth BDC Corp., as assignee of TriplePoint Capital LLC ("Lender") in favor of AirStrip Technologies, Inc., a Delaware corporation ("Technologies"), AirStrip Holdings, LLC, a Texas limited liability company ("Holdings"), AirStrip Operations, LLC, a Texas limited liability company ("Operations"), AirStrip IP Holdings, LLC, a Texas limited liability company ("IP Holdings"), AirStrip OB, LLC, a Texas limited liability company ("OB"), AirStrip RPM, LLC, a Texas limited liability company ("RPM"), Airstrip Cardio, LLC, a Texas Limited liability company ("Cardio") and Airstrip Foreign Operations, LLC, a Texas limited liability company ("Foreign Operations", together with Technologies, Holdings, Operations, IP Holdings, OB, RPM, and Cardio, the "Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated June 29, 2011, a Joinder Agreement to Plain English Intellectual Property Security Agreement dated as of March 30, 2012, and First Amendment to Plain English Intellectual Property Security Agreement dated October 9, 2013 (collectively, the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT VENTURE GROWTH BDC CORP.

By: 

Name: Harold Zagunis, CFO

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(ATTACH IP SECURITY AGREEMENTS & FILINGS)



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 28, 2011

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

501672648

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/27/2011

REEL/FRAME: 026978/0328
NUMBER OF PAGES: 10

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 AIRSTRIP

ASSIGNOR:

AIRSTRIP TECHNOLOGIES, INC.

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP HOLDINGS, LLC

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP OPERATIONS, LLC

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP IP HOLDINGS, LLC

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP OE, LLC

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP RPM, LLC

DOC DATE: 07/29/2011

ASSIGNOR:

AIRSTRIP CARDIO, LLC

DOC DATE: 07/29/2011

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 11301348 FILING DATE: 12/12/2005
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEM AND METHOD FOR REAL TIME VIEWING OF CRITICAL PATIENT DATA
ON MOBILE DEVICES

APPLICATION NUMBER: 12722341 FILING DATE: 03/11/2010
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR VIEWING PATIENT DATA

APPLICATION NUMBER: 13075903 FILING DATE: 03/30/2011
PATENT NUMBER: ISSUE DATE:
TITLE: MULTI-FACTOR AUTHENTICATION FOR REMOTE ACCESS OF PATIENT DATA

APPLICATION NUMBER: 61433824 FILING DATE: 01/18/2011
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR VIEWING PATIENT DATA

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US1026993
TITLE:

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US0600035
TITLE:

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US1037728
TITLE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AIRSTRIIP TECHNOLOGIES, INC.	07/29/2011
AIRSTRIIP HOLDINGS, LLC	07/29/2011
AIRSTRIIP OPERATIONS, LLC	07/29/2011
AIRSTRIIP IP HOLDINGS, LLC	07/29/2011
AIRSTRIIP OB, LLC	07/29/2011
AIRSTRIIP RPM, LLC	07/29/2011
AIRSTRIIP CARDIO, LLC	07/29/2011
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	12722341
PCT Number:	US1026993
Application Number:	13075903
Application Number:	11301348
PCT Number:	US0600035
PCT Number:	US1037728
Application Number:	61433824
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400

CH 5260.00 12722341

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement"), dated as of July 29, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company, and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

We have entered into (a) a Plain English Growth Capital Loan and Security Agreement dated as of July 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"), with Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, and (b) a Plain English Continuing Guaranty and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Guaranty"), with Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company. Pursuant to the Loan Agreement and the Guaranty, each of You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that each of You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of you represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after the occurrence, and during the continuance, of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to

IP Security Agt (Airstrip Technologies, Inc.)

DM-US 29401068-5.082853.0010

every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

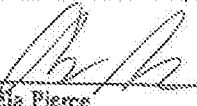
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

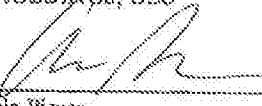
IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

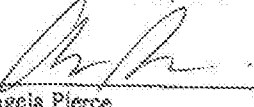
AIRSTRIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer

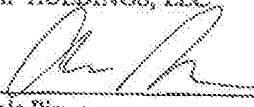
AIRSTRIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

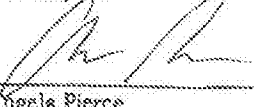
AIRSTRIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

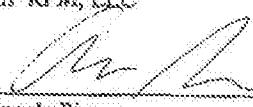
AIRSTRIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

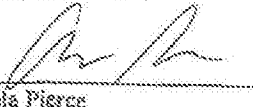
AIRSTRIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

(SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT)

SCHEDULE A

To Plain English Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

PATENTS

None

PATENT APPLICATIONS

Grantor	Patent Name	Status and Date Filed	Application Number
Airstrip IP Holdings, LLC	Single Log-In	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	12/722,341
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	PCT/US2010/026993
Airstrip IP Holdings, LLC	Multi-Factor Authentication for Remote Access of Patient Data	Pending 3/30/11	13/075,903
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 12/12/05	11/301,348
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2006213066
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2,608,497
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on	Published 1/3/06	200680006961.7

	Mobile Devices		
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 1/3/06	06717260.1
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	6042/DELNP/2007
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	NAT Phase 1/3/06	PCT/US2006/000035
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 6/8/10	PCT/US2010/037728
Airstrip IP Holdings, LLC	Appoint	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending 1/18/11	61/433,824

SCHEDULE B

To Plain English Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

None

TRADEMARK APPLICATIONS

Grantor	Trademark Name	Status and Date Filed	Serial Number
Airstrip IP Holdings, LLC	AirStrip Ball Logo	Pending/ 4/26/11	85/304,776

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 28, 2011

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

900203103

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 09/27/2011

REEL/FRAME: 4631/0060
NUMBER OF PAGES: 10

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 250121.1 (AIRSTRIIP)

ASSIGNOR:

AIRSTRIIP TECHNOLOGIES, INC.

DOC DATE: 07/29/2011
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:

AIRSTRIIP HOLDINGS, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:

AIRSTRIIP OPERATIONS, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:

AIRSTRIIP IP HOLDINGS, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP OB, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP RPM, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP CARDIO, LLC

DOC DATE: 07/29/2011
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 85304776

FILING DATE: 04/26/2011

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK:

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)
/NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																
CONVEYING PARTY DATA																																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>AIRSTRIPT TECHNOLOGIES, INC.</td><td></td><td>07/29/2011</td><td>CORPORATION: DELAWARE</td></tr><tr><td>AIRSTRIPT HOLDINGS, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>AIRSTRIPT OPERATIONS, LLC</td><td></td><td>07/28/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>AIRSTRIPT IP HOLDINGS, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>AIRSTRIPT OB, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>AIRSTRIPT RPM, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>AIRSTRIPT CARDIO, LLC</td><td></td><td>07/29/2011</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	AIRSTRIPT TECHNOLOGIES, INC.		07/29/2011	CORPORATION: DELAWARE	AIRSTRIPT HOLDINGS, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS	AIRSTRIPT OPERATIONS, LLC		07/28/2011	LIMITED LIABILITY COMPANY: TEXAS	AIRSTRIPT IP HOLDINGS, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS	AIRSTRIPT OB, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS	AIRSTRIPT RPM, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS	AIRSTRIPT CARDIO, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS	
Name	Formerly	Execution Date	Entity Type																														
AIRSTRIPT TECHNOLOGIES, INC.		07/29/2011	CORPORATION: DELAWARE																														
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AIRSTRIPT RPM, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS																														
AIRSTRIPT CARDIO, LLC		07/29/2011	LIMITED LIABILITY COMPANY: TEXAS																														
RECEIVING PARTY DATA																																	
Name:	TRIPLEPOINT CAPITAL LLC																																
Street Address:	2755 SAND HILL ROAD																																
City:	MENLO PARK																																
State/Country:	CALIFORNIA																																
Postal Code:	94025																																
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																																
PROPERTY NUMBERS Total: 1																																	
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>85304776</td><td></td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	85304776																												
Property Type	Number	Word Mark																															
Serial Number:	85304776																																
CORRESPONDENCE DATA																																	
Fax Number:	(415)591-1400																																
Phone:	(415) 591-1000																																
Email:	tsien@winston.com																																

CH 840 00 85304776

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement (this "Agreement"), dated as of July 29, 2011 by and between TriplePoint Capital LLC, a Delaware limited liability company, as grantee, and each of the undersigned, as a grantor.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company, and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

We have entered into (a) a Plain English Growth Capital Loan and Security Agreement dated as of July 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"), with Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, and (b) a Plain English Continuing Guaranty and Security Agreement of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Guaranty"), with Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, and Airstrip Cardio, LLC, a Texas limited liability company. Pursuant to the Loan Agreement and the Guaranty, each of You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that each of You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

Each of You hereby grant to Us a lien upon and continuing security interest in all of Your respective right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each of you represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used herein but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after the occurrence, and during the continuance, of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce each of Your rights in the Intellectual Property Collateral. If We commence any such suit, each of You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. Each of You shall promptly, upon demand, jointly and severally reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each of You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. Each of You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, each of You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining any of Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by any of You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to any of You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each of You and each of Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns permitted under the Loan Agreement.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to

every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

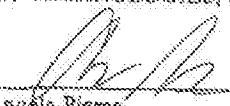
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

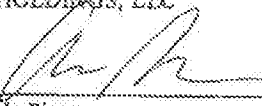
IN WITNESS WHEREOF, each of You have duly executed this Agreement as of the date first set forth above.

"You"

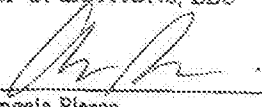
AIRSTRIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer

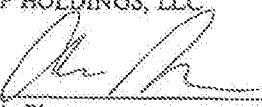
AIRSTRIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

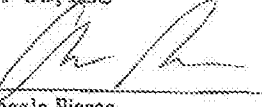
AIRSTRIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

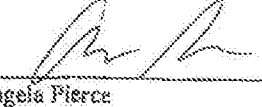
AIRSTRIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

PATENTS

None

PATENT APPLICATIONS

Grantor	Patent Name	Status and Date Filed	Application Number
Airstrip IP Holdings, LLC	Single Log-In	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	12/722,341
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 3/11/10	PCT/US2010/026993
Airstrip IP Holdings, LLC	Multi-Factor Authentication for Remote Access of Patient Data	Pending 3/30/11	13/075,903
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 12/12/05	11/301,348
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2006213066
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	2,608,497
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on	Published 1/3/06	200680006961.7

	Mobile Devices		
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Published 1/3/06	06717260.1
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	Pending 1/3/06	6042/DELNP/2007
Airstrip IP Holdings, LLC	System and Method for Real Time Viewing of Critical Patient Data on Mobile Devices	NAT Phase 1/3/06	PCT/US2006/000035
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published 6/8/10	PCT/US2010/037728
Airstrip IP Holdings, LLC	Appoint	Proposed	In Process
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending 1/18/11	61/433,824

SCHEDULE B

To Plain English Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

None

TRADEMARK APPLICATIONS

Grantor	Trademark Name	Status and Date Filed	Serial Number
Airstrip IP Holdings, LLC	AirStrip Ball Logo	Pending/ 4/26/11	85/304,776

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

None

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 15, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

502526937

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/09/2013

REEL/FRAME: 031394/0480
NUMBER OF PAGES: 8

BRIEF: SECURITY AGREEMENT

DOCKET NUMBER: 250121.1 (AIRSTRIIP)

ASSIGNOR:

AIRSTRIIP TECHNOLOGIES, INC.

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP HOLDINGS, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP OPERATIONS, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP IP HOLDINGS, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP OB, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP RPM, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIIP CARDIO, LLC

DOC DATE: 10/09/2013

ASSIGNOR:

AIRSTRIP FOREIGN OPERATIONS, LLC

DOC DATE: 10/09/2013

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 13376735

FILING DATE: 12/07/2011

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR VIEWING PATIENT DATA

APPLICATION NUMBER: 13588539

FILING DATE: 08/17/2012

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEM AND METHOD FOR REAL TIME VIEWING OF CRITICAL PATIENT DATA
ON MOBILE DEVICES

APPLICATION NUMBER: 13716974

FILING DATE: 12/17/2012

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR DEVELOPING MULTI-PLATFORM APPLICATIONS
FOR COMPUTING DEVICES

APPLICATION NUMBER: 13798580

FILING DATE: 03/13/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR AND DISPLAYING PATIENT DATA

APPLICATION NUMBER: 13798661

FILING DATE: 03/13/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR AND DISPLAYING PATIENT DATA

APPLICATION NUMBER: 13861525

FILING DATE: 04/12/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR COLLECTING AND VIEWING PATIENT DATA

APPLICATION NUMBER: 13863840

FILING DATE: 04/16/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR COLLECTING AND VIEWING PATIENT DATA

APPLICATION NUMBER: 13863851

FILING DATE: 04/16/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR DISPLAYING PATIENT DATA

APPLICATION NUMBER: 13980295

FILING DATE: 09/30/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR VIEWING PATIENT DATA

APPLICATION NUMBER: 61771540

FILING DATE: 03/01/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR INTEGRATING, UNIFYING AND DISPLAYING
PATIENT DATA ACROSS HEALTHCARE CONTINUA

APPLICATION NUMBER: 61771556

FILING DATE: 03/01/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR INTEGRATING, UNIFYING AND DISPLAYING
PATIENT DATA ACROSS HEALTHCARE CONTINUA

APPLICATION NUMBER: 61771571

FILING DATE: 03/01/2013

PATENT NUMBER:

ISSUE DATE:

TITLE: SYSTEMS AND METHODS FOR INTEGRATING, UNIFYING AND DISPLAYING
PATIENT DATA ACROSS HEALTHCARE CONTINUA

PATENT

REEL: 042313 FRAME: 0839

APPLICATION NUMBER: 61771581 FILING DATE: 03/01/2013
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR INTEGRATING, UNIFYING AND DISPLAYING
PATIENT DATA ACROSS HEALTHCARE CONTINUA

APPLICATION NUMBER: 61771591 FILING DATE: 03/01/2013
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR INTEGRATING, UNIFYING AND DISPLAYING
PATIENT DATA ACROSS HEALTHCARE CONTINUA

APPLICATION NUMBER: 61778659 FILING DATE: 03/13/2013
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR AND DISPLAYING PATIENT DATA

APPLICATION NUMBER: 61782724 FILING DATE: 03/14/2013
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR AND DISPLAYING PATIENT DATA

APPLICATION NUMBER: 61788233 FILING DATE: 03/15/2013
PATENT NUMBER: ISSUE DATE:
TITLE: SYSTEMS AND METHODS FOR AND DISPLAYING PATIENT DATA

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US2013036758
TITLE:

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US2012070040
TITLE:

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US2013036404
TITLE:

APPLICATION NUMBER: FILING DATE:
PATENT NUMBER: ISSUE DATE:
PCT NUMBER: US2013036769
TITLE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



TRIPLEPOINT
CAPITAL

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated October 9, 2013, by and between TriplePoint Capital LLC, a Delaware company, and each of the undersigned, as grantor (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OB, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, Airstrip Cardio, LLC, a Texas limited liability company, and Airstrip Foreign Operations, LLC, a Texas limited liability company and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, (1) You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement and (2) You appointed Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the IP Security Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to the IP Security Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution of the IP Security Agreement or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

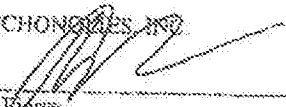
- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

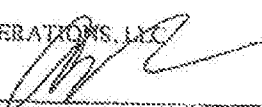
AIRSTRIIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

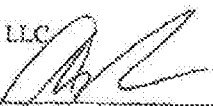
AIRSTRIIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

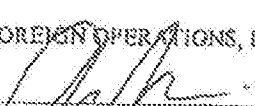
AIRSTRIIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP FOREIGN OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

Amend.IP.Agr

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

TRIPLEPOINT CAPITAL LLC

By: 

Name: Saja Sripastava

Title: Chief Operating Officer

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

Grantor	Patent Name	Status and Date Filed	Application Number
Airstrip IP Holdings, LLC	System and method for real time viewing of critical patient data on mobile devices	Pending; 12/12/2005	13/588,539
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published; 12/7/11	13/376,735
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	13/716,974
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	PCT/US2012/070040
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending; 7/17/13	13/980,295
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	13/861,525
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	PCT/US2013/036404
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	13/863,840
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036769
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	13/863,851
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036758
Airstrip IP Holdings, LLC	Systems and Methods For Integrating,	Pending; 3/1/13	61/771,591

	Unifying and Displaying Patient Data Across Healthcare Continua		
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,581
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,556
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,571
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,540
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/14/13	61/782,724
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/15/13	61/788,233
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	61/778,659
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,580
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,661

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark Name	Status and Date Filed	Serial Number
Airstrip Technologies, Inc.	AIRSTRIP	Allowed, 7/19/12	85/681,514
Airstrip Technologies, Inc.	AIRSTRIP	Pending, 7/19/12	85/681,511
Airstrip Technologies, Inc.	AIRSTRIP	Allowed, 7/19/12	85/681,507
Airstrip Technologies, Inc.	AIRSTRIP	Allowed, 7/19/12	85/681,505
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,316
Airstrip Technologies, Inc.	AIRSTRIP ONE	Pending, 10/12/12	85/753,312
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,310
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,307
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed, 10/12/12	85/753,306



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 18, 2013

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

900268515

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/09/2013

REEL/FRAME: 5128/0602
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 250121.1 (AIRSTRIIP)

ASSIGNOR:
AIRSTRIIP TECHNOLOGIES, INC.

DOC DATE: 10/09/2013
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNOR:
AIRSTRIIP HOLDINGS, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIIP OPERATIONS, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIIP IP HOLDINGS, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP OB, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP RPM, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP CARDIO, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:
AIRSTRIP FOREIGN OPERATIONS, LLC

DOC DATE: 10/09/2013
CITIZENSHIP: TEXAS
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

SERIAL NUMBER: 85681505
REGISTRATION NUMBER:
MARK: AIRSTRIP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/19/2012
REGISTRATION DATE:

SERIAL NUMBER: 85681507
REGISTRATION NUMBER:
MARK: AIRSTRIP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/19/2012
REGISTRATION DATE:

SERIAL NUMBER: 85681511
REGISTRATION NUMBER:
MARK: AIRSTRIP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/19/2012
REGISTRATION DATE:

SERIAL NUMBER: 85681514
REGISTRATION NUMBER:
MARK: AIRSTRIP
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/19/2012
REGISTRATION DATE:

SERIAL NUMBER: 85753306
REGISTRATION NUMBER:
MARK: AIRSTRIP ONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2012
REGISTRATION DATE:

SERIAL NUMBER: 85753307
REGISTRATION NUMBER:
MARK: AIRSTRIP ONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2012
REGISTRATION DATE:

SERIAL NUMBER: 85753310
REGISTRATION NUMBER:
MARK: AIRSTRIP ONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2012
REGISTRATION DATE:

SERIAL NUMBER: 85753312
REGISTRATION NUMBER:
MARK: AIRSTRIP ONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2012
REGISTRATION DATE:

SERIAL NUMBER: 85753316
REGISTRATION NUMBER:
MARK: AIRSTRIP ONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 10/12/2012
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated October 9, 2013, by and between TriplePoint Capital LLC, a Delaware company, and each of the undersigned, as grantor (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to each grantor, which is Airstrip Technologies, Inc., a Delaware corporation, Airstrip Holdings, LLC, a Texas limited liability company, Airstrip Operations, LLC, a Texas limited liability company, Airstrip IP Holdings, LLC, a Texas limited liability company, Airstrip OH, LLC, a Texas limited liability company, Airstrip RPM, LLC, a Texas limited liability company, Airstrip Cardio, LLC, a Texas limited liability company, and Airstrip Foreign Operations, LLC, a Texas limited liability company and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and each grantor under this Agreement.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 29, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, (1) You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement and (2) You appointed Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, the IP Security Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to the IP Security Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution of the IP Security Agreement or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

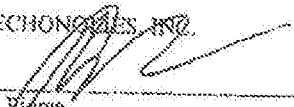
- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

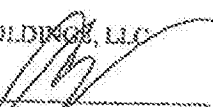
Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

AIRSTRIIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer

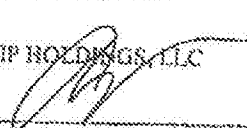
AIRSTRIIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

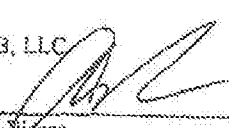
AIRSTRIIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

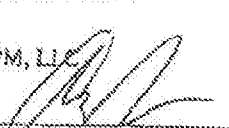
AIRSTRIIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

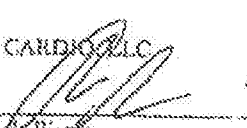
AIRSTRIIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

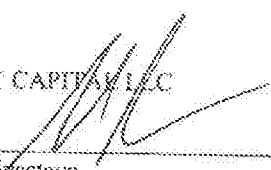
AIRSTRIIP FOREIGN OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

Amend. IP, Agr

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed and delivered as of the date first above written.

TRIPLEPOINT CAPITAL LLC

By: 

Name: Saja Srivastava

Title: Chief Operating Officer

Amend.IP.Agt

SUPPLEMENT TO SCHEDULE A

To Plain English Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

Grantor	Patent Name	Status and Date Filed	Application Number
Airstrip IP Holdings, LLC	System and method for real time viewing of critical patient data on mobile devices	Pending; 12/12/2005	13/588,539
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Published; 12/7/11	13/376,735
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	13/716,974
Airstrip IP Holdings, LLC	Systems and Methods for Developing Multi-Platform Applications for Computing Devices	Published; 12/17/12	PCT/US2012/070040
Airstrip IP Holdings, LLC	Systems and Methods for Viewing Patient Data	Pending; 7/17/13	13/980,295
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	13/861,525
Airstrip IP Holdings, LLC	Systems and Methods for Collecting and Viewing Patient Data	Pending; 4/12/13	PCT/US2013/036404
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	13/863,840
Airstrip IP Holdings, LLC	Systems and Methods for Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036769
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	13/863,851
Airstrip IP Holdings, LLC	Systems and Methods For Displaying Patient Data	Pending; 4/16/13	PCT/US2013/036758
Airstrip IP Holdings, LLC	Systems and Methods For Integrating,	Pending; 3/1/13	61/771,591

	Unifying and Displaying Patient Data Across Healthcare Continua		
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,581
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,556
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,571
Airstrip IP Holdings, LLC	Systems and Methods For Integrating, Unifying and Displaying Patient Data Across Healthcare Continua	Pending; 3/1/13	61/771,540
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/14/13	61/782,724
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/15/13	61/788,233
Airstrip IP Holdings, LLC	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	61/778,659
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,580
Airstrip IP Holdings	Systems and Methods For and Displaying Patient Data	Pending; 3/13/13	13/798,661

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark Name	Status and Date Filed	Serial Number
Airstrip Technologies, Inc.	AIRSTRIP	Allowed: 7/19/12	85/681,514
Airstrip Technologies, Inc.	AIRSTRIP	Pending: 7/19/12	85/681,511
Airstrip Technologies, Inc.	AIRSTRIP	Allowed: 7/19/12	85/681,507
Airstrip Technologies, Inc.	AIRSTRIP	Allowed: 7/19/12	85/681,505
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed: 10/12/12	85/753,316
Airstrip Technologies, Inc.	AIRSTRIP ONE	Pending: 10/12/12	85/753,312
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed: 10/12/12	85/753,310
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed: 10/12/12	85/753,307
Airstrip Technologies, Inc.	AIRSTRIP ONE	Allowed: 10/12/12	85/753,306

JOINDER AGREEMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Joinder Agreement to Plain English Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 30, 2012, by and among AIRSTRIP TECHNOLOGIES, INC., a Delaware corporation ("Technologies"), AIRSTRIP HOLDINGS, LLC, a Texas limited liability company ("Holdings"), AIRSTRIP OPERATIONS, LLC, a Texas limited liability company ("Operations"), AIRSTRIP IP HOLDINGS, LLC, a Texas limited liability company ("IP Holdings"), AIRSTRIP OB, LLC, a Texas limited liability company ("OB"), AIRSTRIP RPM, LLC, a Texas limited liability company ("RPM"), and AIRSTRIP CARDIO, LLC, a Texas limited liability company ("Cardio"), together with Technologies, Holdings, Operations, IP Holdings, OB and RPM, collectively "Existing Grantors" and each individually, an "Existing Grantor", AIRSTRIP FOREIGN OPERATIONS, LLC, a Texas limited liability company ("Foreign Operations") and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company ("TriplePoint"), as secured party. All capitalized terms not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Loan Agreement, as applicable (each as defined below).

RECITALS

A. Technologies, Holdings, Operations and TriplePoint have entered into that Plain English Growth Capital Loan and Security Agreement dated as of July 29, 2011 (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which TriplePoint is providing loans and other financial accommodations to or for the benefit of the Borrowers upon the terms and conditions contained therein.

B. Existing Grantors and TriplePoint have entered into that certain Plain English IP Security Agreement dated as of July 29, 2011 (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which each Existing Grantor has granted a continuing security interest in and to the Intellectual Property Collateral of each such Existing Grantor, upon the terms and conditions contained therein.

C. The Loan Agreement requires that upon the creation or acquisition of any Subsidiary, the new Subsidiary will grant a continuing security interest in and to the Intellectual Property Collateral of such Subsidiary.

D. Foreign Operations has been created as a new Subsidiary of Operations, and Existing Grantors, Foreign Operations and TriplePoint have agreed to join Foreign Operations as a Grantor under the IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Joinder to IP Security Agreement. Upon the satisfaction of the conditions in Section 4 below, Foreign Operations hereby becomes a party to the IP Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assume all obligations and liabilities of a Grantor thereunder. Foreign Operations hereby agrees to be bound by all of the terms and provisions of the IP Security Agreement, which are incorporated herein by reference as fully as though set forth herein verbatim. Each reference to "You", "Your" or "Grantor" in the IP Security Agreement shall be deemed to include Foreign Operations. Foreign Operations grants TriplePoint a Lien in all its rights, title and interest in the Intellectual Property Collateral, whether now owned or hereafter acquired and wherever located, to secure the Secured Obligations pursuant to Section 1 of the IP Security Agreement.

2. Representations and Warranties. Each Existing Grantor and Foreign Operations hereby represents and warrants to TriplePoint that Schedules A, B and C attached to the IP Security Agreement set forth any and all intellectual property rights in which each of You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. Recitals. The recitals to this Agreement shall constitute a part of the agreement of the parties hereto.

4. Governing Law. This Agreement has been made, executed and delivered in the State of California and will be governed and construed for all purposes in accordance with the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

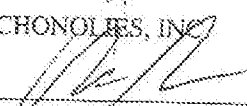
5. Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or transmitted electronically in either Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") and, upon such delivery, the facsimile, TIFF or PDF signature, as applicable, will be deemed to have the same effect as if the original signature had been delivered to the other party.

6. This Agreement supersedes all other oral or written agreements or understandings between the parties hereto. ANY AMENDMENT OF THIS AGREEMENT MAY ONLY BE ACCOMPLISHED THROUGH A DOCUMENT WITH SIGNATURES FROM EACH OF THE PARTIES HERETO.

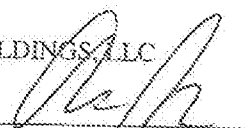
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered as of the date first above written.

AIRSTRIP TECHNOLOGIES, INC.

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

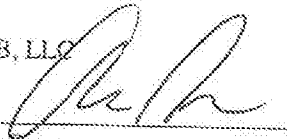
AIRSTRIP OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP IP HOLDINGS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

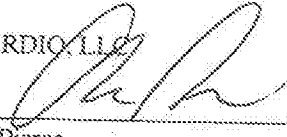
AIRSTRIP OB, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP RPM, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

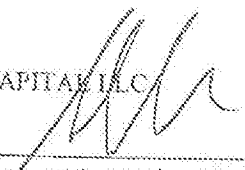
AIRSTRIP CARDIO, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

AIRSTRIP FOREIGN OPERATIONS, LLC

By: 
Name: Angela Pierce
Title: Chief Financial Officer

TRIPLEPOINT CAPITAL LLC

By: 

Name: Sajay Srivastava

Title: COO