504896731 05/02/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4943474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ACTIVEAID ACQUISITION, LLC	04/30/2018

RECEIVING PARTY DATA

Name:	BELL BANK	
Street Address:	5500 WAYZATA BOULEVARD	
City:	MINNEAPOLIS	
State/Country:	MINNESOTA	
Postal Code:	55416	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6203106

CORRESPONDENCE DATA

Fax Number: (612)977-8650

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: 612-977-8400 ljoyce@briggs.com Email:

Correspondent Name: BRIGGS AND MORGAN, P.A. Address Line 1: 80 SOUTH 8TH STREET

Address Line 2: 2200 IDS CENTER

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	38397.114
NAME OF SUBMITTER:	AUDREY J. BABCOCK
SIGNATURE:	/Audrey J. Babcock/
DATE SIGNED:	05/02/2018

Total Attachments: 4

source=Activeaid Patent Security Agreement#page1.tif source=Activeaid Patent Security Agreement#page2.tif source=Activeaid Patent Security Agreement#page3.tif source=Activeaid Patent Security Agreement#page4.tif

PATENT REEL: 045697 FRAME: 0630 504896731

PATENT SECURITY AGREEMENT

Dated: April 30, 2018

WHEREAS, ACTIVEAID ACQUISITION, LLC, a Minnesota limited liability company ("Grantor"), owns the patents, patent registrations, and patent applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Altimate Medical, Inc., a Minnesota corporation ("AMI"), Altimate Medical Holdings, Inc., a Delaware corporation ("AMH"), Johns Creek Holdings, Inc., a Delaware corporation ("JCH"), and Medical Positioning, Inc., a Missouri corporation ("MPI", and collectively with AMI, AMH and JCH, the "Borrowers") and BELL BANK, a North Dakota banking corporation (together with its successors and assigns, "Grantee"), are parties to a Loan and Security Agreement, dated as November 30, 2017 (as the same may be amended and in effect from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has, among other things, granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations and patent applications, together with the goodwill of the business symbolized by Grantor's patents, and all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each patent, patent registration and patent application (together with any renewals, continuations or extensions thereof) referred to in <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in Schedule 1 and the patent registrations issued with respect to the patent applications referred in Schedule 1 or (b) injury to the goodwill associated with any patent or patent registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

PATENT REEL: 045697 FRAME: 0631 IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

GRANTOR:

ACTIVEAID ACQUISITION, LLC, a Minneson limited liability company

By: _

Name: Darren Ger

Title: Treasurer

[Signature Page to Patent Security Agreement (Activeaid)]

PATENT

REEL: 045697 FRAME: 0632

ACKNOWLEDGED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE:

BELL BANK, a North Dakota banking corporation

By:
Name: Michael Mahoney
Title: Managing Director

[Signature Page to Patent Security Agreement (Activeaid)]

PATENT REEL: 045697 FRAME: 0633

Schedule 1 to Patent Security Agreement

U.S. Patent Registrations

Patent Title	Jurisdiction	Patent No.	Date of Issuance
Chair for handicapped individuals	United States	6,203,106	March 20, 2001

PATENT
RECORDED: 05/02/2018 REEL: 045697 FRAME: 0634