

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CareView Communications, Inc.		08/31/2011	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	85509600	SITINTERVIEW
Serial Number:	85607044	VIEW PRODUCTS
Serial Number:	85607063	VIRTUAL CHAIR RAILS
Serial Number:	85607074	BEDVIEW
Serial Number:	85689134	GUESTVIEW
Serial Number:	85689217	SEE THE POSSIBILITIES
Serial Number:	85689206	SEE THE POSSIBILITIES
Serial Number:	85689193	SEE THE POSSIBILITIES
Serial Number:	85689183	SEE THE POSSIBILITIES
Serial Number:	85689162	CAREVIEW
Serial Number:	85799912	EYECARE
Serial Number:	85729701	NICUVIEW

**CORRESPONDENCE DATA**

900242279

**TRADEMARK**  
 REEL: 004928 FRAME: 0479

CH \$315.00 85509600

Fax Number: 8586385130

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-521
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	12/24/2012

Total Attachments: 7  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2011 by and between COMERICA BANK ("Comerica" and, solely in its capacity as collateral agent for the Lenders (as defined below), "Collateral Agent"), and CAREVIEW COMMUNICATIONS, INC., a Texas corporation ("Grantor").

### RECITALS

A. Comerica and Bridge Bank, National Association ("Bridge" and, collectively with Comerica, the "Lenders" and, each individually, a "Lender") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Collateral Agent, the Lenders, Careview Communications, Inc., a Nevada corporation, Careview Operations, L.L.C., a Texas limited liability company, and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor, Collateral Agent and the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor, Collateral Agent and any Lender, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent and the Lenders as a matter of law or equity. Each right, power and remedy of Collateral Agent and the Lenders 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 Collateral Agent or any Lender 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 Collateral Agent or any Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Upon payment in full, in cash, of all Obligations under the Loan Agreement, and termination of the Lenders' commitment to lend thereunder, and upon Grantor's written request therefore, and at Grantor's sole cost and expense, Collateral Agent shall execute and deliver to Grantor such reassignment and release documents (or similar) as shall be reasonably necessary to terminate the security interest evidenced by this agreement.

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.

*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

405 State Highway 121 Bypass, Suite B240  
Lewisville, Texas 75067

Attn: Chief Executive Officer

CAREVIEW COMMUNICATIONS, INC., a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

COLLATERAL AGENT:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK, as Collateral Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

405 State Highway 121 Bypass, Suite B240  
Lewisville, Texas 75067

Attn: Chief Executive Officer

CAREVIEW COMMUNICATIONS, INC., a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

COLLATERAL AGENT:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK, as Collateral Agent

By: *Quinn Dummett*

Title: *Senior Vice President*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for predicting patient falls	12151452	5/6/08
System and method for documenting patient procedures	12589654	10/26/09
Non-intrusive data transmission network for use in an enterprise facility and method for implementing	7477285	1/13/09
System and method for using a video monitoring system to prevent and manage decubitus ulcers in patients	12804774	7/29/10
Electronic patient sitter management system and method for implementing	61577634	12/19/11
Noise correcting patient fall risk state system and method for predicting patient falls	13429101	3/23/12
Use of a lower bed zone to filter out false alarms in a system and method for predicting patient falls	61707227	9/28/12



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ACTUAL PRIVATE NETWORK	85298254	4/18/11
PROCEDUREVIEW	85298248	4/18/11
EQUIPMENTVIEW	85298243	4/18/11
CAREVIEW NETWORKS	85298241	4/18/11
CAREVIEW COMMUNICATIONS	85298239	4/18/11
CAREVIEW SYSTEM	85298202	4/18/11
VIRTUAL BED RAILS	85296883	4/15/11
NETVIEW	77377234	1/22/08
MOVIEVIEW	77377223	1/22/08
BABYVIEW	77377209	1/22/08
PATIENTVIEW	77377200	1/22/08
FACILITYVIEW	77308398	10/19/07
SECUREVIEW	77308365	10/19/07
NURSEVIEW	77308303	10/19/07
PHYSICIANVIEW	77308283	10/19/07
SITTEVIEW	85509600	1/5/12
VIEW PRODUCTS	85607044	4/24/12
VIRTUAL CHAIR RAILS	85607063	4/24/12
BEDVIEW	85607074	4/24/12
GUESTVIEW	85689134	7/27/12
SEE THE POSSIBILITIES	85689217	7/27/12
SEE THE POSSIBILITIES	85689206	7/27/12
SEE THE POSSIBILITIES	85689193	7/27/12
SEE THE POSSIBILITIES	85689183	7/27/12
CAREVIEW	85689162	7/27/12
EYECARE	85799912	12/11/12
NICUVIEW	85729701	9/14/12