

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sensors for Medicine and Science, Inc.		11/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	New Enterprise Associates 10, Limited Partnership
Street Address:	1954 Greenspring Drive
Internal Address:	Suite 600
City:	Timonium
State/Country:	MARYLAND
Postal Code:	21093-4135
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77841367	SMSI
Serial Number:	77739532	
Registration Number:	2622461	SENSORS FOR MEDICINE AND SCIENCE, INC.
Registration Number:	2773367	S
Registration Number:	2547339	S4MS
Registration Number:	2861167	SMSI
Registration Number:	2917961	SMSI

CORRESPONDENCE DATA

Fax Number: (706)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-610-6100
 Email: boxip@hoganlovells.com
 Correspondent Name: Timothy J. Lyden, Hogan Lovells US LLP

CH \$190.00 77841367

Address Line 1: 7930 Jones Branch Drive, 9th Floor
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	66663.01
NAME OF SUBMITTER:	Timothy J. Lyden
Signature:	/Timothy J. Lyden/
Date:	05/25/2011

Total Attachments: 11
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ASSIGNMENT FOR SECURITY (“ASSIGNMENT”)

(PATENTS AND TRADEMARKS)

WHEREAS, **SENSORS FOR MEDICINE AND SCIENCE, INC.**, a Delaware corporation with an office at 20451 Seneca Meadows Parkway, Germantown, MD 20876-7005 (the “Assignor”) has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the patents and patent applications listed on the annexed Schedule 1A, which are issued by or pending with the United States Patent and Trademark Office (the “Patents”), and the trademarks and trademark applications listed on the annexed Schedule 1B (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Security Agreement dated as of November 2, 2010 (the “Effective Date”) in favor of New Enterprise Associates 10, L.P. (the “Assignee”), as collateral agent for the Secured Parties (as defined therein) (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Secured Parties, a continuing security interest in all right, title, and interest of the Assignor in, to and under the Patents and Trademarks and all proceeds thereof, including, without limitation, all reissues, continuations, continuations-in-part, divisions, extensions, renewals and reexaminations of the foregoing, and any and all causes of action that may exist by reason of Patent or Trademark infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the “Collateral”), to secure the payment, performance, and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, mortgage, hypothecate and transfer to the Assignee, and grants to the Assignee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Assignment and the terms of the Security Agreement, the terms of the Security Agreement shall control.

This Assignment or any provision hereof may not be changed, waived or terminated except in accordance with a corresponding amendment or release under the Security Agreement, or to amend the Schedules hereto to include reference to any right,

title or interest in any existing Patents or Trademarks or any Patents or Trademarks acquired or developed by Assignor after execution hereof or to delete any reference to any right, title or interest in any Patents in which Assignor no longer has or claims any right, title or interest.

In all respects, including all matters of construction, validity and performance, this Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

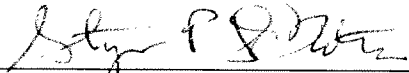
This Assignment may be executed in any number of counterparts any by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument

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IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Patents and Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

SENSORS FOR MEDICINE AND SCIENCE, INC.

By:  _____

STEPHEN DEFALCO
Executive Chairman

ASSIGNEE:

NEW ENTERPRISE ASSOCIATES 10, LIMITED PARTNERSHIP

By: NEA Partners 10, Limited Partnership, its general partner

By: _____

Name:

Title:

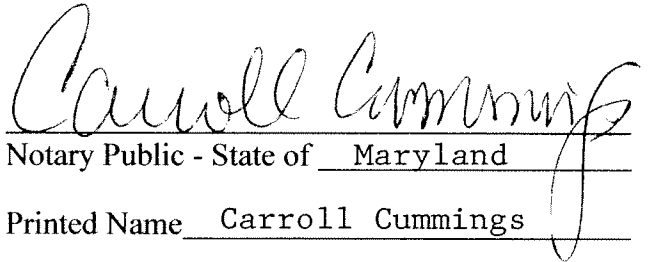
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Maryland

ss.:

COUNTY OF Montgomery

On this 16 day of December 2010 before me personally came Stephen DeFalco, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Executive Chairman of Sensors for Medicine and Science, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Sensors for Medicine and Science, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


Notary Public - State of Maryland
Printed Name Carroll Cummings

My Commission Expires:

May 20, 2012

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Patents and Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

SENSORS FOR MEDICINE AND SCIENCE, INC.

By: _____

STEPHEN DEFALCO
Executive Chairman

ASSIGNEE:

**NEW ENTERPRISE ASSOCIATES 10, LIMITED
PARTNERSHIP**

By: NEA Partners 10, Limited Partnership, its
general partner

By: _____

Name: *Louis S. Cotran*
Title: *General Counsel*

Schedule 1A: Patents and Patent Applications

See attached.


Application No.	Filing Date	Patent No.
08/393,166	2/21/95	5,517,313
08/855,235	5/13/97	5,910,661
08/855,236	5/13/97	5,917,605
08/855,234	5/13/97	5,894,351
09/140,747	8/26/98	6,304,766
09/265,979	3/11/99	6,344,360
09/383,148	8/26/99	6,330,464
09/605,706	6/29/00	6,400,974
10/332,619	6/27/01	7,553,208
09/920,627	8/3/01	6,794,195
10/137,329	5/3/02	7,135,342
09/963,798	9/27/01	6,711,423
10/316,188	12/10/02	6,940,590
10/824,587	4/15/04	7,800,078
10/187,903	7/3/02	6,800,451
10/822,670	4/13/04	7,713,745
10/831,346	4/26/04	7,375,347
10/825,648	4/16/04	
10/788,264	5/1/04	7,060,503
10/823,781	4/14/04	7,157,723
10/923,698	8/24/04	
10/784,731	2/24/04	7,016,714
10/956,133	10/4/04	7,078,554
11/106,481	4/15/05	7,308,292
11/447,980	6/7/06	
11/165,129	6/24/05	7,190,445
11/254,731	10/21/05	7,227,156
11/340,523	1/27/06	7,289,836
11/448,903	6/8/06	
11/487,435	7/17/06	

Application No.	Filing Date	Patent No.
11/595,986	11/13/06	
11/646,266	12/28/06	7,405,387
12/043,289	3/6/08	
60/905,590	3/8/07	
11/948,419	11/30/07	
11/925,272	10/26/07	
11/953,166	12/10/07	
61/084,100	7/28/08	
12/508,727	7/24/09	
12/123,087	05/19/08	
12/180,745	7/28/08	7,755,022
12/563,396	9/21/09	
61/171,143	4/21/09	
12/764,389	4/21/10	
12/493,478	6/29/09	

Schedule 1B: Trademarks and Trademark Applications

See attached.

U.S. REGISTRATIONS

Mark	Goods/Services	Registration No.	Registration Date
SENSORS FOR MEDICINE AND SCIENCE, INC.®)	Oxygen sensors in Class 9.	2,622,461	9/17/02
	Oxygen sensors in Class 9.	2,773,367	10/14/03
SMS®	Providing information on medicine and science technology via a global computer network; computer services, namely, providing an on-line publication in the nature of a newsletter in the fields of medicine and science technology in Class 42.	2,547,339	3/12/02
SMSF®	Oxygen sensors in Class 9.	2,861,167	7/6/04
SMSF®	Providing information on science technology via a global computer network in Class 42.	2,917,961	1/11/05

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