

RE

04-07-1999

cket No.:

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

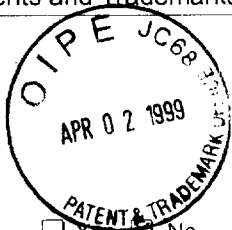


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101003020

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):
Woodside Biomedical, Inc.



2. Name and address of receiving party(ies):

Name: **Imperial Bank**

Internal Address: _____

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other **Mortgage Assignment & Grant of Security**

Street Address: **701 B Street, Suite 600**

City: **San Diego** State: **CA** ZIP: **92101**

Execution Date: **June 1998**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

D 349,541

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Anne Urquhart, Legal Assistant**

Internal Address: _____

Street Address: **c/o Mitchell, Silberberg & Knupp LLP**

11377 W. Olympic Blvd

City: **Los Angeles** State: **CA** ZIP: **90064**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40⁰⁵**

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0052

04/06/1999 VDBROWN 00000064 200052 349541

DO NOT USE THIS SPACE

01 50-541 40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeremy Lappen, Esq.

January 15, 1999

Name of Person Signing

Signature

Christine E. Wilson

Total number of pages including cover sheet, attachments, and document:

6

Date

PATENT

REEL: 9857 FRAME: 0402

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO PATENTS AND OTHER COLLATERAL**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, **WOODSIDE BIOMEDICAL, INC.** (formerly known as **Maven Labs, Inc.**), a California corporation (the "Debtor" or "Borrower"), having an office located at 1132 San Marino Drive, Suite #215, San Marcos, California, 92069 does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to **IMPERIAL BANK**, a California chartered bank (the "Secured Party" or "Bank") having an office located at 701 B Street, Suite 600, San Diego, California 92101-8120, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the collateral described in Schedule A attached hereto including, without limitation, (a) the "Patents" (as such term is defined in Schedule A attached hereto), and (b) all accounts and accounts receivable generated by such Patents (all of the foregoing collateral is hereinafter severally and collectively referred to as the "Collateral"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) that certain Credit Agreement dated November 13, 1997, by and between Debtor and Secured Party, (ii) that certain General Security Agreement dated November 13, 1997, by and between Debtor and Secured Party, (iii) that certain General Security Agreement dated April 24, 1998, by and between Debtor and Secured Party, (iv) all promissory notes of Debtor in favor of Secured Party, including without limitation, that certain Promissory Note dated April 24, 1998, in the original principal amount of \$1,050,000 made by the Debtor in favor of the Secured Party, and (v) all other agreements and documents between the Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by the Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof for the purpose of perfecting the Security Interest. This power of attorney is coupled with an interest and is irrevocable.

The Debtor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions as appropriate in the operation of the Debtor's business, (iii) to file and prosecute

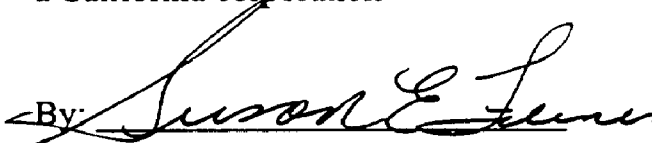
opposition and cancellation proceedings, (iv) to renew all Patents in a timely manner, and (v) to preserve and maintain all rights in patent applications of the Patents. The Debtor shall not abandon any Patent or any right to file a patent application without the consent of the Secured Party, which consent may be withheld in the Secured Party's sole and absolute discretion.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank to the extent granted hereby, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 20 day of June, 1998.

WOODSIDE BIOMEDICAL, INC.,
a California corporation

By: 

Its: Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Diego)

On Dec 2, 1998, before me, Jean M Beane

DATE

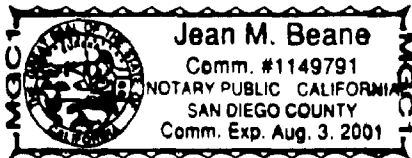
personally appeared Susan E. Feiner

NAME(S) OF SIGNER(S)

- ☒ personally known to me -OR-
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Jean M Beane
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
☒ CORPORATE
OFFICER(S) CFO
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

Woodside Biomedical Inc

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR: WOODSIDE BIOMEDICAL, INC.,
A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA CHARTERED BANK

SCHEDULE A

(A) (i) all of the following personal property of Debtor whether presently existing or hereafter invented, created, written, produced or acquired: (a) all patents and patent applications whether filed or registered in the United States Patent and Trademark Office or elsewhere (including, without limitation, the patents and/or patent applications listed on Schedule 1 attached hereto), and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the additional items described in clauses (a) through (e) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"), and (ii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing.

DEBTOR: WOODSIDE BIOMEDICAL, INC.,
A CALIFORNIA CORPORATION

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA CHARTERED BANK

SCHEDULE 1

PATENTS

	<u>Patent or Application Number</u>	<u>Description</u>	<u>Date of Issuance or Filing</u>
1.	5,397,338	Electrotherapy device	12/30/93
2.	5,078,153	Method and apparatus for sensing and treating bruxism	09/17/90
3.	349,541	Hip and back exerciser	12/17/92
4.	4,981,146	Nausea control device	02/06/90
5.	08126336*	Exercise device for relieving hip and back pain	09/23/93
6.	969590	Exercise device for relieving hip and back pain	06/17/93
7.	1,319,174	Electrical nerve stimulation device for nausea control	06/15/93
8.	2046809	Nausea control device	09/14/90
9.	EP 0 500 552	Nausea control device	09/14/90
10.	EPCT 701,059.92	Nausea control device	05/06/92
11.	421	Nausea control device	05/26/94
12.	2,031,497	Exercise device for relieving hip and back pain	06/04/93
13.	94/913,277.3	Electro Therapy device	

*In appeals. Appeals number 981044