

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
COHEREX MEDICAL, INC.	03/12/2012
RECEIVING PARTY DATA	
Name:	JOHNSON & JOHNSON DEVELOPMENT CORPORATION
Street Address:	ONE JOHNSON & JOHNSON PLAZA
Internal Address:	LAW DEPARTMENT
City:	NEW BRUNSWICK
State/Country:	NEW JERSEY
Postal Code:	08933
PROPERTY NUMBERS Total: 34	
Property Type	Number
Application Number:	11534996
Patent Number:	7799023
Application Number:	12885287
Application Number:	11671428
Patent Number:	7938826
Application Number:	13104141
Application Number:	11754978
Application Number:	11836000
Application Number:	11836016
Application Number:	11836037
Application Number:	11836051
Application Number:	11836013
Application Number:	11836026
Application Number:	11836123

CH \$1360.00 11534996

Application Number:	12413334
Application Number:	12783498
Application Number:	12253831
Application Number:	12684764
Application Number:	12684783
Application Number:	12684795
Application Number:	12818041
Application Number:	12818046
Application Number:	12818053
Application Number:	12818059
Application Number:	61477075
Application Number:	61553948
Application Number:	12253882
Application Number:	12359185
Application Number:	12359223
Application Number:	12169506
Application Number:	12428360
Application Number:	12436056
Application Number:	12938030
Application Number:	12488440

CORRESPONDENCE DATA

Fax Number: 2028427899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6508435622
 Email: bjutras@cooley.com
 Correspondent Name: Cooley LLP
 Address Line 1: 1299 Pennsylvania Ave. NW, Suite 700
 Address Line 2: ATTN: Patent Group | B. Galliani - HN
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	317797-100/YONEI
NAME OF SUBMITTER:	William S. Galliani-bj
Signature:	/William S. Galliani/
Date:	09/06/2013

Total Attachments: 11
 source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page1.tif

PATENT
REEL: 031188 FRAME: 0547

source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page2.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page3.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page4.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page5.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page6.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page7.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page8.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page9.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page10.tif
source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified or otherwise supplemented from time to time, this “**Intellectual Property Security Agreement**”), dated as of March 12, 2012, is executed by Coherex Medical, Inc., a Delaware corporation (together with its successors and assigns, “**Grantor**”), in favor of Johnson & Johnson Development Corporation (“**Collateral Agent**”) on behalf of the Investors.

RECITALS

A. Grantor has entered into a Secured Note Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), which provides for the issuance to the investors party thereto from time to time (the “**Investors**”), of secured subordinated convertible promissory notes (each a “**Note**” and collectively, the “**Notes**”) in an aggregate principal amount of up to \$30,000,000.

B. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and among Grantor, Collateral Agent and the Investors (the “**Security Agreement**”), Grantor has granted to Collateral Agent and the Investors 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. All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement.

C. In order to induce each Investor to extend the credit evidenced by the Notes, Grantor has agreed to enter into this Intellectual Property Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, a security interest in certain copyrights and mask works, trademarks and patents, as more fully set forth below.

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 Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Notes, Grantor grants and pledges to Collateral Agent, on behalf of the Investors, a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property (including without limitation those copyrights and mask works, patents and trademarks listed on Schedules 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 under the Security 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 Security Agreement and the Purchase Agreement, and those which are now or hereafter available

to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Security Agreement or the Purchase Agreement, 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 of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Purchase Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

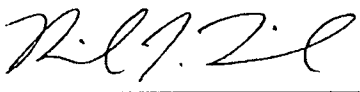
[The remainder of this page is intentionally left blank]

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:

COHEREX MEDICAL, INC.

a Delaware corporation

By: 

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

COLLATERAL AGENT:

**JOHNSON & JOHNSON
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

Michael P. Chivisano

Michael P. Chivisano

VP, Venture InverFox

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Copyrights and Mask Works

None.

EXHIBIT B

Patents

Coherex No.	Title	Patent App. No.	App. Type
P 1.3 US	Delivery system for PFO closure device	11/534,996	US Utility
P 2.1 US	Compliant electrode for PFO closure device	11/534,953 (7,799,023)	US Utility - Issued
P 2.1.1 US	Compliant electrode for PFO closure device	12/885,287	US Utility
P 2.2 US	Device and methods for determining RF dose for PFO closure	11/671,428	US Utility
P 2.4 US	Methods, systems, and devices for closing a patent foramen ovale using mechanical structures	11/754,936 (7,938,826)	US Utility - Issued
P 2.4.1 US	Methods, systems, and devices for closing a patent foramen ovale using mechanical structures	13/104,141	US Utility
P 2.5 US	Methods, systems, and devices for sensing, measuring, and controlling closure of a patent foramen ovale	11/754,978	US Utility
P 3.1.1 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,000	US Utility
P 3.1.2 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,016	US Utility
P 3.1.3 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,037	US Utility
P 3.1.4 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,051	US Utility
P 3.1.5 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,013	US Utility
P 3.1.6 US	Methods for Determining Characteristics of an internal tissue opening	11/836,026	US Utility

Coherex No.	Title	Patent App. No.	App. Type
P 3.1.7 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	11/836,123	US Utility - Notice of Allowance
P 3.1.1 EP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	7840828.3	European Utility
P 3.1.1 CA	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2,659,109	Canadian Utility
P 3.1.1 JP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2009-524001	Japanese Utility
P 3.1.1 AU	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2007297516	Australian Utility
P 3.1.1 NZ	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	574737	New Zealand Utility
P 3.1.7 EP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	7840825.9	European Utility
P 3.1.7 CA	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2,659,365	Canadian Utility
P 3.1.7 JP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2009-524000	Japanese Utility
P 3.1.7 AU	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	2007286171	Australian Utility
P 3.1.7 NZ	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	574738	New Zealand Utility
P 3.1.8 US	Delivery System for Medical Device	12/413,334	US Utility
P 3.1.10 US	Devices for Reducing the Size of an Internal Tissue Opening	12/783,498	US Utility
P 4.1 US	Medical Device for Modification of Left Atrial Appendage	12/253,831	US Utility

Coherex No.	Title	Patent App. No.	App. Type
P4.5.1 US	Medical Device for Modification of Left Atrial Appendage	12/684,764	US Utility
P 4.5.2 US	Medical Device for Modification of Left Atrial Appendage	12/684,783	US Utility
P 4.5.3 US	Medical Device for Modification of Left Atrial Appendage	12/684,795	US Utility
P 4.10.1 US	Medical Device for Modification of Left Atrial Appendage	12/818,041	US Utility
P 4.10.2 US	Medical Device for Modification of Left Atrial Appendage	12/818,046	US Utility
P 4.10.3 US	Medical Device for Modification of Left Atrial Appendage	12/818,053	US Utility
P 4.10.4 US	Medical Device for Modification of Left Atrial Appendage	12/818,059	US Utility
P 4.10.5 Prov	Medical Device for Modification of Left Atrial Appendage	61/477,075	Provisional
P 4.10.6 Prov	Medical Device for Modification of Left Atrial Appendage	61/553,948	Provisional
P 4.10.1 EU	Medical Device for Modification of Left Atrial Appendage	10728982.9	European Utility
P 4.10.1 CA	Medical Device for Modification of Left Atrial Appendage	2,765,682	Canadian Utility
P 4.10.1 AU	Medical Device for Modification of Left Atrial Appendage	2010262859	Australian Utility
P 4.10.1 JP	Medical Device for Modification of Left Atrial Appendage	TBD	Japanese Utility
P 4.10.1 CN	Medical Device for Modification of Left Atrial Appendage	TBD	Chinese Utility
P 5.1 US	Medical Device for Percutaneously Treating Paravalvular Leaks	12/253,882	US Utility
P 6.1 US	Methods and Apparatus for Reducing Valve Prolapse	12/359,185	US Utility
P 7.2 US	Catheter Systems and Methods for Reduction of Atrial Fibrillation	12/359,223	US Utility
P 8.0 US	Apparatus and Method for Occluding a Fallopian Tube	12/169,506	US Utility

Coherex No.	Title	Patent App. No.	App. Type
P 9.1 US	Device and System for Aneurysm Embolization	12/428,360	US Utility
P 10.1 US	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	12/436,056	Utility
P 10.2 US	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	12/938,030	Utility
P 10.2 PCT	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	PCT/US10/55216	PCT
P 11.1 US	Clot Retrieval Method and Apparatus	12/488,440	US Utility

EXHIBIT C

Trademarks

Matter No.	Mark	Application No.	International Class	Goods Description	Status
T 001 US	COHEREX MEDICAL	78/898,624	10	Medical devices for interventional use, namely, medical closure devices for treating structural heart disease having a primary mode of action through a mechanical structural component	Filed – June 1, 2006 Registered – March 15, 2011 Registration No. 3,932,695
T 001 CTM (Community TM - Europe)	COHEREX MEDICAL	007588874	10	Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures	Registered – October 21, 2009 Registration No. 007588874
T 001 NO (Norway)	COHEREX MEDICAL	200906189	10	Same as T001 CTM	Registered – September 16, 2009 Registration No. 252519
T 001 CH (Switzerland)	COHEREX MEDICAL	56712/2009	10	Same as T001 CTM	Registered – November 18, 2009 Registration No. 593450
T 001 AU (Australia)	COHEREX MEDICAL	1304386	10	Same as T001 CTM	Registered – June 16, 2009 Registration No. 1304386
T 001 NZ (New Zealand)	COHEREX MEDICAL	808058	10	Same as T001 CTM	Registered – February 9, 2010 Registration No. 808058
T 001 CA (Canada)	COHEREX MEDICAL	1442018	10	Same as T001 CTM	Canadian foreign associate responding to Office Action – Feb. 2012
T 001 AR (Argentina)	COHEREX MEDICAL	2934703	10	Same as T001 CTM	Registered Registration No. 2,368,339
T 001 BR (Brazil)	COHEREX MEDICAL	830361855	10	Same as T001 CTM	Filed Aug. 7, 2009
T 001 CL (Chile)	COHEREX MEDICAL	873,678	10	Same as T001 CTM	Registered Sept. 2, 2010 Registration No. 896,061
T 001 MX (Mexico)	COHEREX MEDICAL	1024455	10	Same as T001 CTM	Registered Registration No. 1139290
T 003 US	COHEREX FLATSTENT	77/327,245	10	Medical devices, namely, medical closure devices for treating structural heart disease	Registered – February 16, 2010 Registration No. 3,750,287
T 003 CTM (Community TM - Europe)	COHEREX FLATSTENT	007589138	10	Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures	Registered – October 21, 2009 Registration No. 007589138
T 003 NO	COHEREX	200906123	10	Same as T 003 CTM	Registered – September 7,

Matter No.	Mark	Application No.	International Class	Goods Description	Status
(Norway)	FLATSTENT				2009 Registration No. 252350
T 003 CH (Switzerland)	COHEREX FLATSTENT	56711/2009	10	Same as T 003 CTM	Registered – November 18, 2009 Registration No. 593449
T 003 AU (Australia)	COHEREX FLATSTENT	1304387	10	Same as T 003 CTM	Registered – June 16, 2009 Registration No. 1304387
T 003 NZ (New Zealand)	COHEREX FLATSTENT	808059	10	Same as T 003 CTM	Registered – February 9, 2009 Registration No. 808059
T 003 CA (Canada)	COHEREX FLATSTENT	1442026	10	Same as T 003 CTM	Published – Nov. 16, 2011
T 003 AR (Argentina)	COHEREX FLATSTENT	2934702	10	Same as T003 CTM	Registered May 14, 2010 Registration No. 2,368,340
T 003 BR (Brazil)	COHEREX FLATSTENT	830361847	10	Same as T003 CTM	Registered May 14, 2010 Registration No. 2,368,340
T 003 CL (Chile)	COHEREX FLATSTENT	873,677	10	Same as T003 CTM	Registered Sept. 2, 2010 Registration No. 896,060
T 003 MX (Mexico)	COHEREX FLATSTENT	1024452	10	Same as T003 CTM	Registered Registration No. 1139289
T 006 US	WAVECREST	77/859,220	10	Medical devices, namely, anchoring mechanism for medical devices	Notice of Allowance – June 1, 2010
T007 US	COHEREX WAVECREST	85/144,841	10	Medical devices, namely, heart implants composed of artificial materials for treating structural heart disease	Notice of Allowance – May 10, 2011
T 007 CTM (Community TM - Europe)	COHEREX WAVECREST	9879537	10	Same as T007 US	Registered - September 12, 2011 Registration No. 9879537
T 007 NO (Norway)	COHEREX WAVECREST	201104048	10	Same as T007 US	Registered – September 19, 2011 Registration No. 261550
T 007 CH (Switzerland)	COHEREX WAVECREST	54339/2011	10	Same as T007 US	Registered - April 8, 2011 Registration No. 617822
T 007 AU (Australia)	COHEREX WAVECREST	1419015	10	Same as T007 US	Registered - April 8, 2011 Registration No. 1419015
T 007 NZ (New Zealand)	COHEREX WAVECREST	839950	10	Same as T007 US	Registered - April 8, 2011 Registration No. 839950
T 007 CA (Canada)	COHEREX WAVECREST	1,522,969	10	Same as T007 US	Filed: April 8, 2011 Published – November 30, 2011
T 007 AR (Argentina)	COHEREX WAVECREST	3,079,907	10	Same as T007 US	Filed: April 14, 2011
T 007 BR (Brazil)	COHEREX WAVECREST	830999736	10	Same as T007 US	Filed April 8, 2011
T 007 CL (Chile)	COHEREX WAVECREST	948,569	10	Same as T007 US	Registered – December 20, 2011 Registration No. 940900
T 007 MX (Mexico)	COHEREX WAVECREST	1171862	10	Same as T007 US	Registered - April 15, 2011 Registration No. 1238830
T 007 JP (Japan)	COHEREX WAVECREST	2011-025032	10	medical devices, namely, heart implants composed of artificial materials and heart implants composed of artificial materials for treating structural heart disease	Registered – September 22, 2011 Registration No. 5440834