

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2787565

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOMA ACCESS SYSTEMS, LLC	07/25/2013
RECEIVING PARTY DATA		
Name:	M. DEXTER HAGY	
Street Address:	8 CATESBY DRIVE	
City:	GREENVILLE	
State/Country:	SOUTH CAROLINA	
Postal Code:	29605	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12576487	
CORRESPONDENCE DATA		
Fax Number:	(864)233-7342	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	864-271-1592	
Email:	docketing@dority-manning.com	
Correspondent Name:	DORITY & MANNING, P.A.	
Address Line 1:	P.O. BOX 1449	
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602-1449	
ATTORNEY DOCKET NUMBER:	HMD-8	
NAME OF SUBMITTER:	J. PARKS WORKMAN	
SIGNATURE:	/j. parks workman/	
DATE SIGNED:	03/27/2014	
Total Attachments: 18		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of July 26, 2013, is made by Soma Access Systems, LLC, a South Carolina limited liability company (the "Grantor" or the "Borrower"), in favor of M. Dexter Hagy, a South Carolina resident (the "Lender"), under the Note referred to below.

WHEREAS, the Borrower has entered into an amended and restated promissory note dated as of July 26, 2013 in favor of the Lender (the "Note").

WHEREAS, in connection with execution and delivery of the Note, the Grantor has executed and delivered to the Lender that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Lender as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

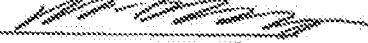
6. Governing Law. This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its Manager thereunto duly authorized as of the date first above written.

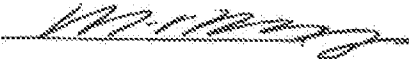
SOMA ACCESS SYSTEMS, LLC

By: Soma Management, Inc., its
Manager

By: 
Name: M. DEXTER HAGY
Title: MANAGER + PRESIDENT
Address for Notices: 109 Laurens
Road, Suite 4-C, Greenville, SC
29607

AGREED TO AND ACCEPTED:

M. DEXTER HAGY



Address for Notices: 8 Catesby
Drive, Greenville, SC 29605

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Docket Number	Status	Title	IPC Class.	Application Number	Application Date	Publication/Patent Number	Publication/Patent Date
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Redacted

HMD-8	Filed	Ultrasound Guided Probe Device and Sterilizable Shield in Same	12/576467	10/092069	US2011-0184103	03/14/2011
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AMENDMENT TO
PATENT SECURITY AGREEMENT

This AMENDMENT TO PATENT SECURITY AGREEMENT ("Amendment"), dated as of November 22, 2013, is made by Soma Access Systems, LLC, a South Carolina limited liability company (the "Grantor" or the "Borrower"), in favor of M. Dexter Hagy, a South Carolina resident (the "Lender"), under the Amended Note referred to below.

WHEREAS, the Borrower has entered into an amended and restated promissory note dated as of July 25, 2013 in favor of the Lender (the "Prior Note"), which Prior Note has been amended and restated by an amended and restated promissory note dated as of November 22, 2013 (the "Amended Note").

WHEREAS, in connection with execution and delivery of the Prior Note, the Grantor executed and delivered to the Lender that certain Patent Security Agreement dated as of July 25, 2013, made by and between the Grantor and the Lender (the "Patent Security Agreement").

WHEREAS, the Grantor and the Lender desire to amend the Patent Security Agreement to reflect the execution and delivery of the Amended Note.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Lender as follows:

1. Amendment of Patent Security Agreement. Effective as of the date of this Amendment, the Patent Security Agreement is amended as follows:

(a) Each reference in the Patent Security Agreement to the Note shall mean the Amended Note.

(b) Each reference in the Patent Security Agreement to the Patent Security Agreement shall mean the Patent Security Agreement, as amended by this Amendment.

(c) Each reference in the Patent Security Agreement to the Security Agreement shall mean the Security Agreement, as amended by the Amendment to Security Agreement, dated as of the date of this Amendment.


2. Continued Force and Effect. Except as amended by this Amendment, the Patent Security Agreement remains in full force and effect.
3. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Amendment.
4. Successors and Assigns. This Amendment will be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
5. Governing Law. This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be duly executed and delivered by its Manager thereunto duly authorized as of the date first above written.

SOMA ACCESS SYSTEMS, LLC

By: Soma Management, Inc., its
Manager


Name: Dennis Wulf

Title: Vice President & COO

Address for Notices: 109 Laurens
Road, Suite 4-C, Greenville, SC
29607

AGREED TO AND ACCEPTED:

M. DEXTER HAGY

Address for Notices: 8 Catesby
Drive, Greenville, SC 29605

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be duly executed and delivered by its Manager thereunto duly authorized as of the date first above written.

SOMA ACCESS SYSTEMS, LLC

By: Soma Management, Inc., its
Manager

By: _____

Name:

Title:

Address for Notices: 109 Laurens
Road, Suite 4-C, Greenville, SC
29607

AGREED TO AND ACCEPTED:

M. DEXTER HAGY



Address for Notices: 8 Catesby
Drive, Greenville, SC 29605

AMENDMENT NO. 2 TO
PATENT SECURITY AGREEMENT

This AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT ("Amendment"), dated as of February 10, 2014, is made by Soma Access Systems, LLC, a South Carolina limited liability company (the "Grantor" or the "Borrower"), in favor of M. Dexter Hagy, a South Carolina resident (the "Lender"), under the Amended Note referred to below.

WHEREAS, the Borrower has entered into an amended and restated promissory note dated as of November 22, 2013 in favor of the Lender (the "Amended Note").

WHEREAS, as partial security for the Amended Note, the Grantor is party to that certain Patent Security Agreement dated as of July 25, 2013, as amended by Amendment to Patent Security Agreement dated as of November 22, 2013 (as amended, the "Patent Security Agreement").

WHEREAS, the Grantor and the Lender desire to further amend the Patent Security Agreement to reflect additional Patent Collateral (as defined in the Patent Security Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Lender as follows:

1. Amendment of Patent Security Agreement. Effective as of the date of this Amendment, the Patent Security Agreement is amended as follows:

(a) Each reference in the Patent Security Agreement to the Patent Security Agreement shall mean the Patent Security Agreement, as amended by this Amendment.

(b) Schedule 1 to the Patent Security Agreement is replaced by the Schedule 1 attached to this Amendment.

2. Continued Force and Effect. Except as amended by this Amendment, the Patent Security Agreement remains in full force and effect.

3. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Successors and Assigns. This Amendment will be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

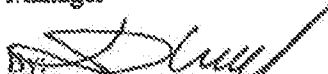
5. Governing Law. This Amendment and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of South Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be duly executed and delivered by its Manager thereunto duly authorized as of the date first above written.

SOMA ACCESS SYSTEMS, LLC

By: Soma Management, Inc., its
Manager

By: 

Name: Dennis W. H. 18

Title: COO

Address for Notices: 109 Laurens
Road, Suite 4-C, Greenville, SC
29607

AGREED TO AND ACCEPTED:

M. DEXTER HAGY

Address for Notices: 8 Catesby
Drive, Greenville, SC 29605

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be duly executed and delivered by its Manager thereunto duly authorized as of the date first above written.

SOMA ACCESS SYSTEMS, LLC

By: Soma Management, Inc., its
Manager

By: _____

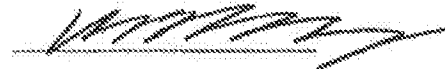
Name:

Title:

Address for Notices: 109 Laurens
Road, Suite 4-C, Greenville, SC
29607

AGREED TO AND ACCEPTED:

M. DEXTER HAGY



Address for Notices: 8 Catesby
Drive, Greenville, SC 29605

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Docket Number	Country	Status	Title	Application Number	Application Date	Publication/Patent Number	Publication/Patent Date
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HMD-8	US	Granted	Ultrasound Guided Probe, Device and Stereizable Shield for Same	12/6/1997	1009/2000	US2011-0087105 (NDA issued die)	04/14/2011
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