

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3024949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INCONTROL MEDICAL, LLC	08/26/2014

RECEIVING PARTY DATA

Name:	ECKHART G. GROHMANN
Street Address:	825 N. PROSPECT AVE., #3401
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53202

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D652526
Patent Number:	D670398
Patent Number:	D674503
Patent Number:	D670399
Patent Number:	D669592
Patent Number:	8784345
Patent Number:	8369953
Patent Number:	8818512
Application Number:	29483386
Application Number:	29484554
Application Number:	14336555

CORRESPONDENCE DATA

Fax Number: (414)297-4900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 414-271-2400

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PATENT

ATTORNEY DOCKET NUMBER:	098534-0166
NAME OF SUBMITTER:	JENNIFER VANDENPLAS
SIGNATURE:	/Jennifer Vandenplas/
DATE SIGNED:	09/16/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated as of August 26, 2014, is between InControl Medical, LLC, a Wisconsin limited liability company (the “Grantor”), and Eckhart G. Grohmann, as representative (the “Representative”) for the Investors under and as defined the Notes and Security Agreement (as defined below).

WHEREAS, the Grantor has entered into the Notes and Security Agreement dated as of August 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Notes and Security Agreement”) with each Investor party thereto, pursuant to which the Representative was appointed to represent the Investors. Terms defined in the Notes and Security Agreement and not otherwise defined herein are used herein as defined in the Notes and Security Agreement.

WHEREAS, under the terms of the Notes and Security Agreement, the Grantor has granted to the Representative, for the benefit of the Investors, a security interest in certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the obligations under the Notes and Security Agreement and the Notes when due, the Grantor hereby unconditionally grants, pledges, and collaterally assigns to the Representative and its successors and permitted assigns acting in such capacity from time to time, for the ratable benefit of the Investors, a continuing security interest in, and lien on, the Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the “Collateral”):

(i) all issued patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks and trademark applications, whether registered or unregistered, set forth in Schedule B hereto (the “Trademarks”);

(iii) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and

(iv) all proceeds and products of, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), or elsewhere in the Notes and Security Agreement or the Notes, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets.

SECTION 2. Security for Obligations. This IP Security Agreement secures the payment and performance of all obligations now or hereafter existing under the Notes and Security Agreement and/or the Notes, as the same may be amended, restated, supplemented or otherwise modified from time to time, when due.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

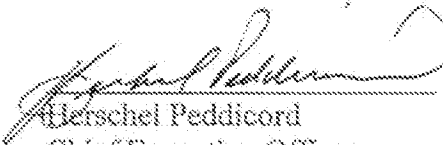
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Notes and Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Representative with respect to the Collateral are more fully set forth in the Notes and Security Agreement and the Notes, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Notes and Security Agreement, the terms of the Notes and Security Agreement shall govern.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

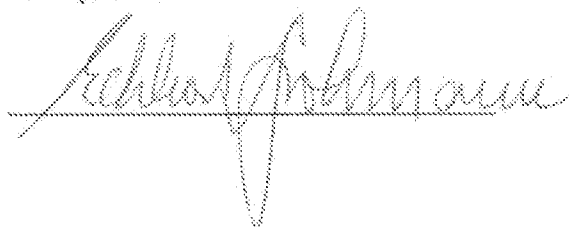
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IN WITNESS WHEREOF, the Grantor and the Representative have caused this IP Security Agreement to be duly executed and delivered as of the date first written above.

INCONTROL MEDICAL, LLC,
as the Grantor

By: 
Herschel Peddicord
Chief Executive Officer

ECKHART G. GROHMANN,
as Representative



**SCHEDULE A
PATENTS**

Issued Patents:

Patent	Country	Patent No.	Grant Date
STIMULATION DEVICE	United States	D652526	1/17/2012
STIMULATION DEVICE	United States	D670398	11/6/2012
STIMULATION DEVICE	United States	D674503	1/15/2013
STIMULATION DEVICE	United States	D670399	11/6/2012
STIMULATION DEVICE	United States	D669592	10/23/2012
URINARY INCONTINENCE DEVICE AND METHOD AND STIMULATION DEVICE AND METHOD	United States	8784345	7/22/2014
URINARY INCONTINENCE DEVICE AND METHOD AND STIMULATION DEVICE AND METHOD	United States	8369953	2/5/2013
URINARY INCONTINENCE DEVICE AND METHOD	United States	8818512	8/26/2014

Pending Patent Applications:

Application	Country	Application No.	Filing Date
STIMULATION DEVICE	United States	29/483386	2/27/2014
STIMULATION DEVICE	United States	29/484554	3/11/2014
URINARY INCONTINENCE DEVICE AND METHOD AND STIMULATION DEVICE AND METHOD	United States	14/336555	7/21/14

**SCHEDULE B
TRADEMARKS**

Registered Trademarks:

Mark	Country	Registration No.	Registration Date
INCONTROL MEDICAL, LLC	United States	4212351	9/25/2012
INTONE	United States	4206932	9/11/2012

Pending Trademark Applications: None.