

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3216741

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ATHERONOVA INC.	02/12/2014
ATHERONOVA OPERATIONS, INC.	02/12/2014
RECEIVING PARTY DATA	
Name:	ACT CAPITAL PARTNERS, LP
Street Address:	2 RADNOR CORPORATE CENTER
Internal Address:	SUITE 111
City:	RADNOR
State/Country:	PENNSYLVANIA
Postal Code:	19087
Name:	ROBERT AYERLE
Street Address:	725 SKIPPACK PIKE
City:	BLUE BELL
State/Country:	PENNSYLVANIA
Postal Code:	19422
Name:	FRANK J. CAMPBELL
Street Address:	106 LONGVIEW CIRCLE
City:	MEDIA
State/Country:	PENNSYLVANIA
Postal Code:	19063
Name:	ESTATE OF JUDITH W. CAMPBELL
Street Address:	106 LONGVIEW CIR.
City:	MEDIA
State/Country:	PENNSYLVANIA
Postal Code:	19063
Name:	JONATHAN ANDRON ROTH IRA
Street Address:	3650 MT. DIABLO BLVD., SUITE 103
City:	LAFAYETTE
State/Country:	CALIFORNIA
Postal Code:	94549
Name:	DELAWARE CHARTER GUARANTEE & TRUST COMPANY

PATENT

Street Address:	800 NEWTOWN ROAD
City:	VILLANOVA
State/Country:	PENNSYLVANIA
Postal Code:	19087
Name:	AMIR L. ECKER
Street Address:	800 NEWTOWN ROAD
City:	VILLANOVA
State/Country:	PENNSYLVANIA
Postal Code:	19085
Name:	PATRICK K. & ALLISON MK DOYLE FAMILY TRUST
Street Address:	21 MERRILL CIRCLE SOUTH
City:	MORAGA
State/Country:	CALIFORNIA
Postal Code:	94556
Name:	THE ECKER FAMILY PARTNERSHIP
Street Address:	800 NEWTOWN ROAD
City:	VILLANOVA
State/Country:	PENNSYLVANIA
Postal Code:	19085
Name:	EUROPA INTERNATIONAL, INC.
Street Address:	5 EAST 44TH STREET
Internal Address:	SUITE 12
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Name:	JAY ROBERT PAUL
Street Address:	210 WEST 70TH
Internal Address:	#1201
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10023
Name:	RICHARD A. JACOBY
Street Address:	2490 WHITE HORSE ROAD
City:	BERWYN
State/Country:	PENNSYLVANIA
Postal Code:	19312
Name:	THE JMW FUND, LLC
Street Address:	4 RICHLAND PLACE
City:	PASADENA

PATENT

REEL: 034911 FRAME: 0517

State/Country:	CALIFORNIA
Postal Code:	91103
Name:	ALEXANDER KESZELI
Street Address:	3 WINDTREE LANE
City:	GLEN MILLS
State/Country:	PENNSYLVANIA
Postal Code:	19342
Name:	LARRY A. KUHN
Street Address:	2412 VIA MERO
City:	SAN CLEMENTE
State/Country:	CALIFORNIA
Postal Code:	92673
Name:	LATERAL CAPITAL III, LLC
Street Address:	805 8TH STREET
Internal Address:	4900 IDS CENTER
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Name:	ADAM LIEBROSS
Street Address:	402 HOWLAND CANAL
City:	VENICE
State/Country:	CALIFORNIA
Postal Code:	90291
Name:	JAMES J. LYNCH
Street Address:	9990 RR BLVD.
City:	RENO
State/Country:	NEVADA
Postal Code:	89521
Name:	CLARENCE J. MEYER
Street Address:	2 RADNOR CORP CENTER
Internal Address:	#111
City:	RADNOR
State/Country:	PENNSYLVANIA
Postal Code:	19087
Name:	MYLI BURGER HOLDINGS, LLC
Street Address:	15260 VENTURA BLVD.
City:	SHERMAN OAKS
State/Country:	CALIFORNIA
Postal Code:	91403

PATENT

REEL: 034911 FRAME: 0518

Name:	RUTH R. PECK FAMILY TRUST
Street Address:	1405 AFTON STREET
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
Name:	RATINER FAMILY 2005 REVOCABLE LIVING TRUST
Street Address:	18375 VENTURA BLVD.
Internal Address:	#522
City:	TARZANA
State/Country:	CALIFORNIA
Postal Code:	91356
Name:	RICHLAND FUND, LLC
Street Address:	4 RICHLAND PLACE
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
Name:	SAN GABRIEL FUND, LLC
Street Address:	4 RICHLAND PLACE
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91103
Name:	SUNTRUST DELAWARE TRUST COMPANY
Street Address:	1011 CENTRE ROAD
Internal Address:	SUITE 108
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19805
Name:	JOHN J. TILNEY
Street Address:	2 RADNOR CORP CENTER
Internal Address:	#111
City:	RADNOR
State/Country:	PENNSYLVANIA
Postal Code:	19087
Name:	KYLE VAN NATTA
Street Address:	4133 REDWOOD AVE.
Internal Address:	#3012
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90066

PATENT

REEL: 034911 FRAME: 0519

Name:	CAROLYN WITTENBRAKER
Street Address:	4625 GREENVILLE AVE.
Internal Address:	SUITE 101
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75206
Name:	W-NET FUND I, LP
Street Address:	12400 VENTURA BLVD.
Internal Address:	#327
City:	STUDIO CITY
State/Country:	CALIFORNIA
Postal Code:	91604

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8304383

CORRESPONDENCE DATA

Fax Number: (310)746-9820

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: 3107469800

Email: uspto@stubbssalderton.com

Correspondent Name: KONRAD GATIEN

Address Line 1: 15260 VENTURA BLVD.

Address Line 2: 20TH FLOOR

Address Line 4: SHERMAN OAKS, CALIFORNIA 91403

ATTORNEY DOCKET NUMBER:	ATHERO.01
NAME OF SUBMITTER:	KONRAD GATIEN
SIGNATURE:	/s/
DATE SIGNED:	02/06/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 35

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 12, 2014, is made by AtheroNova Inc., a Delaware corporation (the "Company"), and all of the Subsidiaries of the Company (such Subsidiaries, the "Guarantors", and together with the Company, the "Grantors"), in favor of the holders of the Company's 6% Senior Secured Convertible Notes issued or to be issued in the original aggregate principal amount of up to \$2,000,000 (the "Notes") pursuant to the Purchase Agreement (as defined below) (collectively, together with their endorsees, transferees and assigns, the "Lenders").

WITNESSETH:

WHEREAS, the Company and the Lenders are party to that certain Securities Purchase Agreement, dated February 4, 2014 ("Purchase Agreement"), pursuant to which the Company issued the Notes, among other things;

WHEREAS, pursuant to that certain Subsidiary Guarantee dated as of the date hereof ("Guarantee"), the Guarantors have jointly and severally agreed to guarantee and act as surety for payment of such Notes;

WHEREAS, contemporaneously herewith the Grantors are entering into a Security Agreement ("Security Agreement"), pursuant to which each Grantor has granted a security interest in its assets and properties to secure the satisfaction of the Company's obligations under the Notes and the Guarantor's obligations under the Guarantee, among other things; and

WHEREAS, the Grantors are obligated under the Security Agreement to take such further actions as the collateral Agent (as defined therein) requests to further perfect the Lenders' security interest granted under the Security Agreement, including without limitation with respect to intellectual property.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

DEFINED TERMS.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Copyright" means copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings listed on Schedule I attached hereto, if any, in which the Grantors have any right, title and interest, and (i) all reissues, continuations, extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements

thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of the Grantors' rights corresponding thereto throughout the world.

"Intellectual Property Licenses" means rights under or interest in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether the Grantors are a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of the Lenders' rights pursuant to the Security Agreement.

"Patent" means patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule I hereto and all continuations, divisionals, provisionals, continuations in part, or reissues of applications related to patents thereon, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner or inventor of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of the Grantors' rights corresponding thereto throughout the world.

"Trademark" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation the registered trademarks listed on Schedule I hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantors' business symbolized by the foregoing and connected therewith, and (v) all of the Grantors' rights corresponding thereto throughout the world.

(b) Terms Defined in the Purchase Agreement. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantors hereby grant to Lenders a continuing first priority security interest (as set forth in the Security Agreement) in all of Grantors' right, title and interest in, to and under all of Grantors' Intellectual Property (as defined in the Security Agreement), including, without limitation, the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of Grantors' Patents and Grantors' rights under all Patent Intellectual Property Licenses to which it is a party, including those Patents referred to on Schedule I hereto, including:

- (i) all registrations and applications in respect of the foregoing, including continuations, divisionals, provisionals, continuations in part, or reissues of applications and Patents issuing thereon; and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License;

(b) all of Grantors' Trademarks and Grantors' rights under all Trademark Intellectual Property Licenses to which it is a party, including those Trademarks referred to on Schedule I hereto, including:

- (i) all registrations, applications, and renewals in respect of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under an Intellectual Property License; and
- (iii) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License; and

(c) all of Grantors' Copyrights and Grantors' rights under all Copyright Intellectual Property Licenses to which it is a party, including those referred to on Schedule I hereto, including:

- (i) all registrations, applications, and renewals in respect of the foregoing; and
- (ii) all products and proceeds of the foregoing, including without limitation any claim by Grantors against third parties for past, present or future infringement of any Copyright or any Copyright licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lenders with respect to the security interest in the Intellectual Property Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new Intellectual Property (as defined in the Security Agreement), the provisions of this Agreement shall automatically apply thereto. Grantors shall give Lenders prompt written notice with respect to any such material new Intellectual Property. Grantors represent that Schedule I is substantially accurate and complete but reserve the right from time to time to correct inaccuracies and/or omissions by giving Lenders written notice thereof. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Lenders unilaterally to modify this Agreement by amending Schedule I to include any such corrections and other modifications and any such new Intellectual Property of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lenders' continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed under the laws of the State of California applicable to contracts made and to be performed entirely within the State of California. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of Los Angeles for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

7. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. A Lender may assign its rights hereunder in connection with any private sale or transfer of its Notes, in which case the term "Lender" shall be deemed to refer to such transferee as though such transferee were an original signatory hereto. No Grantor may assign its rights or obligations under this Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATHERONOVA INC.



By: _____
Name: Thomas W. Gardner
Title: Chief Executive Officer

ATHERONOVA OPERATIONS, INC.



By: _____
Name: Thomas W. Gardner
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

ACT CAPITAL PARTNERS, LP

By:

Carol A. Frankfield

Name:

CAROL A. FRANKFIELD

Title:

MANAGING PARTNER

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By 

Name:

Rosalia A. Ayerle

Title:

Individual

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME] *FRANK CAMPBELL*

By: *Frank Campbell*

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

ESTATE OF JUDITH W. CAMPBELL
FRANK CAMPBELL, EXECUTOR

By:

Name:

Title:

Frank Campbell
Executor

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

CREVE & COMPANY FAO JONATHAN ANDRON ROTH IRA

By:

Name: Jonhathan Andron

Title: Trustee

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 034911 FRAME: 0531

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: DELAWARE CHARTER G.T
COST FBO AM.R L ECKER IRA
[NAME]

By: _____

Name: _____

Title: _____

Amir L. Ecker
AM.R L ECKER

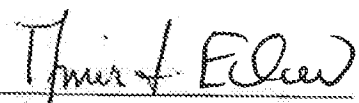
[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: AMIR L ECKER

[NAME]

By:



Name:

AMIR L ECKER

Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

Patrick K & Allison MK Doyle Family Trust

By: 

Name: Patrick K. Doyle

Title: Trustee

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: THE ECKER FAMILY PARTNERSHIP

[NAME]

By: Anie L. Ecker

Name: ANIE L ECKER

Title: GENERAL PARTNER

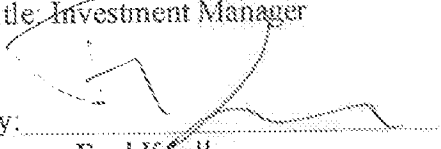
[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

EUROPA INTERNATIONAL, INC.

By: Knoll Capital Management, L.P.
Title: Investment Manager

By: 
Name: Fred Knoll
Title: Principal

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: Jay Robert Paul

[NAME]

By: Jay Robert Paul

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: 

Name:

Title:

RICHARD A. JACOBY

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: JMW Fund LLC.

[NAME]

By: [Signature]
Name: J. J. [Signature]
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

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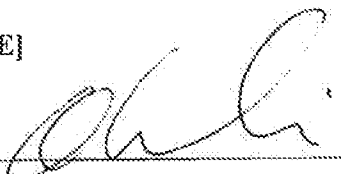
LENDER:

[NAME]

By: _____

Name: _____

Title: _____


Alexander Kesteli

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

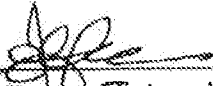
By: Larry A. Kuh
Name: Larry A. Kuh
Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME] Lateral Capital III

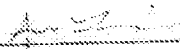
By: 
Name: John Lilly
Title: Managing member

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: 
Name: Adam Lieberman
Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

JAMES J. LYNCH

X

By:

Name:

Title:



JAMES J. LYNCH

11/31/14

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

CLARENCE J MEYER

By: 

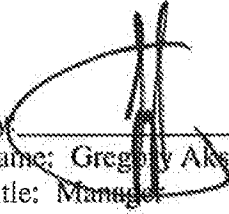
Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

MYLI BURGER HOLDINGS, LLC

By 
Name: Gregory Axelrud
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 034911 FRAME: 0546

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: Ruth R. Peck, Trustee

[NAME] Ruth R. Peck

By: Ruth R. Peck

Name: Ruth R. Peck, Trustee

Title: Ruth R. Peck, Family Trust
dated July 13, 1984

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: _____

Name: _____

Title: _____



Bari Rotner

2/17/14

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME] RICHARD FORD, LLC

By: [Signature]
Name: Jason Ford
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: SAN GABRIEL FUND INC

[NAME]

By: [Signature]
Name: Justin Yoda
Title: manager

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

SUNTRUST DELAWARE TRUST COMPANY,
TRUSTEE OF THE MURRAY MARKILES ROTH IRA TRUST

By: 

Name: Bridget V. Boyd

Its: Vice President

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 034911 FRAME: 0551

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: 

Name:

Title:

JM TILNEY

MR

ACCEPTED AND ACKNOWLEDGED BY:

LENDER: Kyle VanNatta

[NAME]

By: 

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: 
Name: CAROLYN WITTENBRAKER
Title: —

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

[NAME]

By: 

Name: David Weiner

Title: manager of General Partner

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Registration No.	Country	Patent	Registration Date
8,304,383	United States	Dissolution of Arterial Plaque	November 6, 2012

Notice of Allowance and Fees Due and Notice of Allowability mailed October 29, 2013 by United States Patent and Trademark Office for Dissolution of Arterial Plaque, Application No. 13/633,704.

Trademarks

Registration No.	Country	Mark	Registration Date
4173752	United States	AtheroNova	July 17, 2012

Copyrights

None.

Domains

atheronova.com

Licenses

None.