

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3252241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	INCONTROL MEDICAL, LLC	03/03/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ECKHART G. GROHMANN REVOCABLE TRUST OF 1985	
<b>Street Address:</b>	825 N. PROSPECT AVENUE, #3401	
<b>City:</b>	MILWAUKEE	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	53202	
<b>PROPERTY NUMBERS Total: 11</b>		
<b>Property Type</b>	<b>Number</b>	
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	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)672-5399	
<i>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.</i>		
<b>Phone:</b>	414-297-5532	
<b>Email:</b>	IPDocketing@foley.com, cfitzsimmons@foley.com	
<b>Correspondent Name:</b>	BRIAN D. REIDER	
<b>Address Line 1:</b>	3000 K STREET N.W., SUITE 600	
<b>Address Line 2:</b>	FOLEY & LARDNER LLP	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007	

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	098534-0166
<b>NAME OF SUBMITTER:</b>	BRIAN D. REIDER
<b>SIGNATURE:</b>	/ insert signature /
<b>DATE SIGNED:</b>	03/04/2015
<b>Total Attachments: 6</b> source=IP_Security_Agreement#page1.tif source=IP_Security_Agreement#page2.tif source=IP_Security_Agreement#page3.tif source=IP_Security_Agreement#page4.tif source=IP_Security_Agreement#page5.tif source=IP_Security_Agreement#page6.tif	

## 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 March 3, 2015, is between InControl Medical, LLC, a Wisconsin limited liability company (the "Grantor"), and Eckhart G. Grohmann Revocable Trust of 1985 (the "Investor").

WHEREAS, the Grantor has executed an IP Secured and Guaranteed Note No. 1 dated as of September 15, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, "Note No. 1") in favor of the Investor.

WHEREAS, the Grantor has executed an IP Secured and Guaranteed Note No. 2 dated as of November 5, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, "Note No. 2") in favor of the Investor.

WHEREAS, the Grantor has executed an IP Secured and Guaranteed Note No. 3 dated as of December 17, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, "Note No. 3" and collectively with Note No. 1 and Note No. 2, the "Notes") in favor of the Investor. Terms defined in the Notes and not otherwise defined herein are used herein as defined in the Notes.

WHEREAS, under the terms of the Notes, the Grantor has granted to the Investor 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 when due, the Grantor hereby unconditionally grants, pledges, and collaterally assigns to the Investor and its successors and permitted assigns 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, 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, as the same may be amended, restated, supplemented or otherwise modified from time to time, when due.

SECTION 3. Security for Obligations. The Investor hereby agrees, for the benefit of the holders from time to time (each, a "Senior Creditor") of the Grantor's 12.0% Senior Secured Notes (each, a "Senior Note") issued under that certain Notes and Security Agreement dated as of August 15, 2014 from time to time, as such agreement may be amended, restated, supplemented or otherwise modified from time to time, that:

(a) the Investor's security interest in the Collateral hereunder is subordinate and junior to any security interest that any Senior Creditor may have in the Collateral from time to time; and

(b) the Investor will not, without the prior written consent of the Senior Creditors (or a representative acting on behalf of the Senior Creditors), take any action to repossess or foreclose upon the Collateral hereunder or take any other action whatsoever pursuant hereto to enforce or otherwise realize upon its interest in the Collateral, unless and until all of the Grantor's obligations under the Senior Notes have been satisfied in full;

*provided, however*, that the foregoing provisions shall only apply to the Senior Notes and the Senior Creditors to the extent that the aggregate outstanding principal amount of the Senior Notes does not exceed \$1,100,000.

SECTION 4. 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 5. 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 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Notes. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Investor with respect to the Collateral are more fully set forth in 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, the terms of the Notes shall govern.

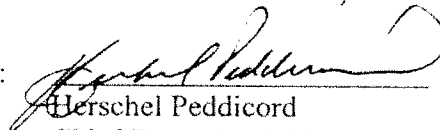
SECTION 7. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally left blank]

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

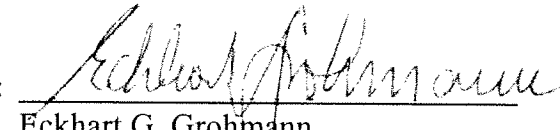
**INCONTROL MEDICAL, LLC,**  
as the Grantor

By:

  
Herschel Peddicord  
Chief Executive Officer

**ECKHART G. GROHMANN REVOCABLE  
TRUST OF 1985,** as the Investor

By:

  
Eckhart G. Grohmann,  
as Trustee for the Investor

# **SCHEDULE A PATENTS**

*Issued Patents:*

<b>Patent</b>	<b>Country</b>	<b>Patent No.</b>	<b>Grant Date</b>
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:*

<b>Application</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>
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.