PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3315572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ANUTRA MEDICAL, INC.	04/16/2015

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	14298716
Application Number:	61867645
Application Number:	29493299
Application Number:	14298759
Application Number:	61923918
Application Number:	29493302
Application Number:	14298790
Application Number:	29493304
PCT Number:	US1441389

CORRESPONDENCE DATA

Fax Number: (415)777-4961

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: 415 981 1400
Email: gkiviat@grmslaw.com
Correspondent Name: JEFFREY T. KLUGMAN
Address Line 1: FOUR EMBARCADERO CENTER, SUITE 4000
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/3043 P
NAME OF SUBMITTER:	JEFFREY T. KLUGMAN

SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	04/17/2015

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 16, 2015, by and between ANUTRA MEDICAL, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VII, INC. a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as modified by the Supplement thereto of even date herewith and, as such agreement may from time to time be amended, restated, modified or otherwise supplemented) (the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "IP Collateral"):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "IP Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the IP Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the IP Collateral, except as permitted under the Loan Agreement, including without limitation, Sections 6.2 and 6.5 thereof;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and, to its knowledge, no claim has been made that any part of the IP Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by an officer of Grantor, in form reasonably acceptable to Secured Party,**

listing any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks since the prior such report delivered to Secured Party and the status of any outstanding applications or registrations. Grantor shall advise Secured Party of any material change in the composition of the IP Collateral that is not otherwise described in any quarterly report delivered under this Section 2(d), including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not set forth in Exhbits A, B, or C, as soon as commercially practicable after the occurrence of such material change;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business, (ii) detect infringements of the Trademarks, Patents and Copyrights and advise Secured Party as soon as commercially practicable in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) To the extent not already registered, Grantor shall apply for registration with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. In the case of Copyrights to be registered with the United States Copyright Office, Grantor will register such Copyrights on an expedited basis; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all IP Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, Exhibits A, B and C of this Agreement, as appropriate, without first obtaining Grantor's approval of or signature to such modification, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence, and during the continuance, of an Event of Default, to transfer the IP Collateral into the name of Secured Party or a third party to the extent permitted under the Loan Agreement and the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1000 Perimeter Park Drive, Suite E
Morrisville, NC 27560
Attn:

ANUTRA MEDICAL, INC.

By: ____________

Name: Cameron Perkins

Its: President

SECURED PARTY:

Address of Secured Party:

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VII, INC.

By: ____________

Name: ____________

Its: ____________

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

ANUTRA MEDICAL, INC.

By: ______________________

Name: ______________________

Its: ______________________

Address of Grantor:

1000 Perimeter Park Drive, Suite E
Morrisville, NC 27560
Attn:

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: ______________________

Name: Jay Cohan

Its: Vice President

Address of Secured Party:

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None		

48046/3043
TAP/463375.3

EXHIBIT B

Patents

See Attached.

Amutra Medical, Inc. Patent Portfolio

Date: March 17, 2015

Case Number	Case Type	Country	Priority Case Number	Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub No. & Date	Pat/Reg No., Issue/Reg Date	Title	#
4556-101	US Patent	US	4556-101-PRV	Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 14/298,716 Conf #: 1025 Pub #: US-2015-0053305-A1 Pub Date: 2/26/2015		Title: SYRINGE FILL SYSTEM AND METHOD	2
4556-101-PCT	PCT	PCT	4556-101-PRV	Amutra Medical, Inc(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: PCT/US14/41389 Conf #: 1765		Title: SYRINGE FILL SYSTEM AND METHOD	3
4556-101-PRV	US Patent	US		Amutra Medical, Inc.(4556) No Client Case No.	Status: Converted Filed: 8/20/2013 Serial #: 61/867,645 Conf #: 5624		Title: SYRINGE FILL SYSTEM AND METHOD	4
4556-101D	US Patent	US		Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 29/493,299 Conf #: 1032		Title: ANESTHETIC DELIVERY SYSTEM	5
4556-102	US Patent	US	4556-101-PRV	Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 14/298,759 Conf #: 6807 Pub #: US-2015-0053306-A1 Pub Date: 2/26/2015		Title: CASSETTE ASSEMBLY FOR SYRINGE FILL SYSTEM	6
4556-102-PRV	US Patent	US		Amutra Medical, Inc.(4556) No Client Case No.	Status: Converted Filed: 1/6/2014 Serial #: 61/923,918 Conf #: 9044		Title: SYRINGE FILL SYSTEM AND METHOD	7

48046/3043
TAP/463375.3

Date: March 17, 2015

Case Number	Case Type	Country	Priority Case Number	Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub No. & Date	Pat/Reg No., Issue/Reg Date	Title	#
4556-102D	US Patent	US		Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 29/493,302 Conf #: 7295		Title: DELIVERY SYSTEM CASSETTE	8
4556-103	US Patent	US	4556-101-PRV	Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 14/298,790 Conf #: 6340 Pub #: US-2015-0057638-A1 Pub Date: 2/26/2015		Title: HAPTIC FEEDBACK AND AUDIBLE OUTPUT SYRINGE	9
4556-103D	US Patent	US		Amutra Medical, Inc.(4556) No Client Case No.	Status: Pending Filed: 6/6/2014 Serial #: 29/493,304 Conf #: 5893		Title: FLUID ADMINISTRATION SYRINGE	10
4556-104-EUROPE	Foreign Patent	EPO	4556-101D	Amutra Medical, Inc.(4556) No Client Case No.	Status: Granted Filed: 12/4/2014 Serial #: 002590794 Conf #: None	Granted: 12/4/2014 Pat. #: 002590794-1/3	Title: ANESTHETIC DELIVERY SYSTEM	11

EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration/Application Date
Anutra	86266896	April 30, 2014