

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3611865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
INSIGHTRA MEDICAL, INC.	11/04/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	GPB LIFE SCIENCE HOLDINGS, LLC
<b>Street Address:</b>	535 WEST 24TH STREET, FLOOR 4
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10011

**PROPERTY NUMBERS Total: 36**

Property Type	Number
Patent Number:	8262567
Application Number:	14451706
Patent Number:	8556988
Patent Number:	8551183
Application Number:	12361148
Patent Number:	8343232
Patent Number:	8734526
Application Number:	13326696
Application Number:	29408564
Application Number:	13897703
Application Number:	13450676
Application Number:	14452916
Application Number:	12183930
Application Number:	13443266
PCT Number:	US1320984
Application Number:	14255446
Application Number:	13476202
Application Number:	14515915
Application Number:	14515946
Application Number:	14515975

PATENT

Property Type	Number
Application Number:	14516005
Patent Number:	8287447
Patent Number:	8025670
Patent Number:	8308725
Application Number:	12141391
Application Number:	13301188
Application Number:	14043038
Application Number:	13477649
Application Number:	13898896
PCT Number:	US1322070
PCT Number:	US1270120
PCT Number:	US0856779
PCT Number:	US0870299
PCT Number:	US0932326
PCT Number:	US0855220
PCT Number:	US0762609

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 9495022870

Email: AFredericks@onellp.com

Correspondent Name: PETER R. AFRASIABI

Address Line 1: 4000 MACARTHUR BLVD.

Address Line 2: EAST TOWER, SUITE 500

Address Line 4: NEWPORT BEACH, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER: INSIGHTRA-GPB

NAME OF SUBMITTER: PETER R. AFRASIABI

SIGNATURE: /PETER R. AFRASIABI/

DATE SIGNED: 11/11/2015

#### Total Attachments: 10

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**EXECUTION VERSION**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this "**IP Security Agreement**"), dated November 4, 2015 is made by Insightra Medical, Inc., a California corporation (the "**Company**") and GPB Life Science Holdings, LLC, a Delaware limited liability company (the "**Purchaser**"). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, the Company and the Purchaser are parties to that certain Securities Purchase Agreement, dated the date hereof, pursuant to which the Company shall be required to sell, and the Purchaser shall purchase or have the right to purchase, the "Note" (as defined therein) issued pursuant thereto (as such Note may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, the "**Note**");

WHEREAS, it is a condition precedent to the purchase of the Note under the Securities Purchase Agreement that the Company has executed and delivered that certain Security Agreement, dated the date hereof, made by the Company to the Purchaser (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Purchaser a security interest in, among other property, certain intellectual property of the Company, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement (the "**IP Security Agreement**") for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Company has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Company.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Purchaser to perform under the Securities Purchase Agreement, the Company agrees as follows

SECTION 1. Grant of Security. The Company hereby grants to the Purchaser a security interest in all of the Company's right, title and interest in and to the following (the "**Collateral**");

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Company under this IP Security Agreement secures the payment of all Obligations of the Company now or hereafter existing under or in respect of the Note and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Company authorizes and requests that the Register of Copyrights, 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 Security Agreement. The Company hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State

of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection 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 for such notices to it under Section 5.4 of the Securities Purchase 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. Nothing contained herein shall be deemed or operate to preclude the Purchaser from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations or to enforce a judgment or other court ruling in favor of the Purchaser.

(iii) WAIVER OF JURY TRIAL, ETC. THE COMPANY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) The Company irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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

INSIGHTRA MEDICAL, INC.

By 

Name: Brad Sharp

Title: Chief Executive Officer

Address for Notices:

9200 Irvine Center Drive, Suite 200

Irvine, CA 92618

Attention: Brad Sharp

*[Signature page to Intellectual Property Security Agreement]*

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

GPB LIFE SCIENCE HOLDINGS, LLC

By:   
Name: David Gentile  
Title: Manager

Address for Notices:

535 West 24<sup>th</sup> Street, Floor 4  
New York, NY 10011  
Attention: Dustin Muscato

*[Signature page to Intellectual Property Security Agreement]*



# Schedule A

## Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
US Patent and Trademark Office	United States	A Tissue Retractor, Tissue Retractor Kit and Method of Use Thereof	Application No: 11/677,975 Patent No: 8,262,567	Feb 22, 2007	Insightra Medical, Inc. & Nanyang Technical University; licensed from NTU per 4/29/11 agreement
European Patent Office	EPO – Nationalized in Australia, Brazil, Canada, China, Europe, India, Israel, Mexico, Singapore, UAE, and US	A Tissue Retractor, Tissue Retractor Kit and Method of Use Thereof	Application No: PCT 2007/062609 European Patent No: 2001369 Mexico Patent No: 294745 China Patent No: ZL200780012375.8 Australia Patent No: 2007233266	Feb 22, 2007	Insightra Medical, Inc. & Nanyang Technical University; licensed from NTU per 4/29/11 agreement
Australian Patent Office	AUPO – Nationalized in Europe, India, US	A Tissue Retractor, Tissue Retractor Kit and Method of Use Thereof	Application No: PCT SG2009/000019 European Patent No: 2237727	Feb 22, 2007	Insightra Medical, Inc. & Nanyang Technical University; licensed from NTU per 4/29/11 agreement
US Patent and Trademark Office	United States	Designs for Wound Support	Application No: 14/451706	Feb 22, 2007	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Repair of Defects in Inguinal Canal and Other Muscular Structures	Application No: 11/934,897 Patent No: 8,556,988	Nov 5, 2007	Insightra Medical, Inc.
European Patent Office	EPO – Nationalized in Europe	Repair of Defects in Inguinal Canal and Other Muscular Structures	Application No: PCT US/2008/055220	Nov 5, 2007	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Repair of Defects in Inguinal Canal and Other Muscular Structures	Divisional Application No: 13/302,115 Patent No: 8,551,183	Nov 22, 2011	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fortified Mesh for Tissue Repair	Application No: 12/361,148	Feb 28, 2009	Insightra Medical, Inc.
European Patent Office	EPO – Nationalized in Europe	Fortified Mesh for Tissue Repair	Application No: PCT US09/32326	Feb 29, 2009	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fortified Mesh for Tissue Repair	Application No: 13/291,535 Patent No: 8,343,232	Nov 8, 2011	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fortified Mesh for Tissue Repair	Divisional Application No: 13/302,134 Patent No: 8,734,526	Nov 22, 2011	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fortified Mesh for Tissue Repair	CIP Application No: 13/326,696 EP Application No: 12195330.1	Dec 15, 2012	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fibrotic Band Interruptor and Implant Introducer Device	Application No: 29/408,564 Design Patent No: D673,677	Dec 14, 2011	Insightra Medical, Inc.

PATENT

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<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
European Patent Office	EPO	Fibrotic Band Interruptor and Implant Introducer Device	EU Reg Design No: 002031898-0001	April 24, 2012	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Fortified Mesh for Tissue Repair	Application No: 13/897,703	May 20, 2013	Insightra Medical, Inc.
US Patent and Trademark Office	United States	System and Method for Repairing Muscle Defect	Application No: 13/450,676 and	April 19, 2012	Insightra Medical, Inc.
European Patent Office	EPO	System and Method for Repairing Muscle Defect	Application No: EP12197590.8	Dec 17, 2012	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Inguinal Hernia Device with Core and Advanced Pre Peritoneal Disk Deployment (straps)	Application No: 14/452916	Aug 6, 2014	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Methods and Apparatus for Treating Ventral Wall Hernia	Application No: 12/183930	Jul 31, 2008	Insightra Medical, Inc.
US Patent and Trademark Office	United States Europe Australia Brazil Canada China India Israel Japan Mexico	Laparoscopic Ventral – Implant for Hernia Repair	Application No: 13/443266; PCT US2013/020984	Jan 10, 2013	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Laparoscopic Ventral – Implant for Hernia Repair	Continuation Application No: 14/255,446	Apr 17, 2014	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Laparoscopic Straps – Implant for Hernia Repair	Application No: 13/476202 Patent No: 8940017 Continuation Application No: 14/515915 Divisional Application No: 14/515946 Divisional Application No: 14/515975 Divisional Application No: 14/516005	May 21, 2012	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Outer Tube for Natural Orifice Surgery	Application No: 11/846,730 Patent No: 8,287,447	Aug 29, 2007	Insightra Medical, Inc.
European Patent Office	EPO – Nationalized in Europe	Outer Tube for Natural Orifice Surgery	Application No: PCT US08/70299	Aug 29, 2007	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Methods and Apparatus for Natural Orifice Vaginal Hysterectomy	Application No: 11/870,884 Patent No: 8,025,670	Oct 11, 2007	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.
US Patent and Trademark Office	United States	Reverse Cutting Sealing and Dissection Instrument	Application No: 12/050,280 Patent No: 8,308,725	Mar 18, 2008	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
US Patent and Trademark Office	United States: Nationalized in Europe, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, Switzerland, Germany, France, Greece, United Kingdom, India, Ireland, Israel, Japan, Korea, Mexico, Netherlands, Norway, Portugal, Sweden, Turkey	Devices and Methods for Securing Tissue	Application No: 12/141,391 PCT US08/80134 Patent No: 8,062,308 Divisional Application No: 13/301,188 Patent No: 8,647,352 Divisional Continuation Application No: 14/043038 Application No: 13/477,649 Patent No: US9125656 PCT US/2012/039803 Australia Patent No: 201262409	Jan 18, 2008; Nov 21, 2011	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.
US Patent and Trademark Office	Europe	Systems and Methods for Endoscopic Treatment of Diverticula	PCT/US08/056779	Mar 13, 2008	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.
US Patent and Trademark Office	United States	Scope Mounted Delivery Device	Application No: 13/898,896	May 21, 2013	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.
US Patent and Trademark Office	United States Nationalized in Europe, Australia, Brazil, Canada, China, Israel, India, Japan, Mexico	Devices for Catheter Securement	Application No: PCT/US2012070120 Australia Patent No: 2012351918	Dec 17, 2012	Insightra Medical, Inc.
US Patent and Trademark Office	United States Nationalized in Europe, Australia, Brazil, Canada, China, Israel, India, Japan, Mexico	Devices for Catheter Securement	Application No: PCT/US2013022070	Jan 18, 2013	Insightra Medical, Inc.

## Schedule B

### Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
US Patent and Trademark Office	United States	Insightra	2813488	Feb 10, 2004	Insightra Medical, Inc.
US Patent and Trademark Office	United States	Modulare	86/224991	Mar 18, 2014	Insightra Medical, Inc.
National Institute of Industrial Property (INPI)	Brazil	Modulare	907979335	Jul 16, 2014	Insightra Medical, Inc.
Canadian Intellectual Property Office (CIPO)	Canada	Modulare	1678025	May 22, 2014	Insightra Medical, Inc.
China Trademark Office (CTMO)	China	Modulare	15098465	Jun 13, 2014	Insightra Medical, Inc.
Community Trademark at Office for Harmonization in the Internal Market (OHIM)	European Community	Modulare	12878815	May 15, 2014	Insightra Medical, Inc.
Indian Trade Marks Registry	India	Modulare	244087	May 26, 2014	Insightra Medical, Inc.
Community Trademark at Office for Harmonization in the Internal Market (OHIM)	European Community	Appendectomy	005764121	Mar 26, 2008	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.
US Patent and Trademark Office	United States	Megachannel	3544517	Dec 9, 2008	Minos Medical, Inc. wholly owned subsidiary of Insightra Medical Inc.

Schedule C

Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>	<u>Assignees</u>
Not applicable						