# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3726643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
THERAGENICS CORPORATION	01/25/2016
NEEDLETECH PRODUCTS, INC.	01/25/2016
GALT MEDICAL CORP.	01/25/2016
C.P. MEDICAL CORPORATION	01/25/2016

## **RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	340 MADISON AVENUE
Internal Address:	11TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10173

## **PROPERTY NUMBERS Total: 37**

Property Type	Number
Patent Number:	7749151
Patent Number:	5765740
Patent Number:	6095323
Patent Number:	D532513
Patent Number:	6336914
Patent Number:	D542414
Application Number:	14123394
Patent Number:	6869390
Patent Number:	7959548
Patent Number:	6616593
Patent Number:	6537192
Patent Number:	7229400
Patent Number:	7070554
Patent Number:	6994688
PCT Number:	US2001002444
Patent Number:	6323501

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Property Type	Number
Patent Number:	6531705
Patent Number:	6664555
Patent Number:	6821296
Patent Number:	7662082
Patent Number:	7497819
Patent Number:	7497820
Patent Number:	8690746
Patent Number:	8398534
Patent Number:	8486899
Patent Number:	8568284
Patent Number:	8562504
Application Number:	13861195
Patent Number:	6599231
Patent Number:	7190895
Patent Number:	8360951
Patent Number:	9050458
Patent Number:	6749553
Patent Number:	6790170
Patent Number:	6953426
Patent Number:	7513862
Patent Number:	7351192

### **CORRESPONDENCE DATA**

**Fax Number:** (416)865-7380

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: 4168658244

Email: efan@torys.com

Correspondent Name: EDWARD FAN

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Address Line 2: 30TH FLOOR

Address Line 4: TORONTO, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2051
NAME OF SUBMITTER:	EDWARD FAN
SIGNATURE:	/Edward Fan/
DATE SIGNED:	02/04/2016

### **Total Attachments: 10**

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### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of January 25, 2016 is made by THERAGENICS CORPORATION, a Delaware corporation, NEEDLETECH PRODUCTS, INC., a Massachusetts corporation, GALT MEDICAL CORP., a Texas corporation, and C.P. MEDICAL CORPORATION, a Delaware corporation, (each herein referred to as a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent (in such capacity, together with its successors in such capacity, the "<u>Grantee</u>") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantors own the Patents (as hereinafter defined) as listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, Grantors, certain lenders (the "<u>Lenders</u>") and Grantee are parties to a Third Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 23, 2015 (as amended, extended, restated, supplemented or modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all such Grantor's Patents whether presently existing or hereafter arising or acquired, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, each Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each United States or foreign patent now held or hereafter acquired by such Grantor, including any registration or application for registration of any patents now held or hereafter acquired by such Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country (each a "Patent" and collectively, the "Patents"), including, without limitation, each Patent referred to in Schedule 1 annexed hereto; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in <u>Schedule 1</u> annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent

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Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

\* \* \*

IN WITNESS WHEREOF, Grantors have caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

### THERAGENICS CORPORATION

By:

Name: Shirley Stoker

Title: Executive Vice President and Chief

Financial Officer

GALT MEDICAL CORP.

By:

Name: Shirley Stoker

Title: Executive Vice President

C.P. MEDICAL CORPORATION

Bv:

Name: Shirley Stoker

Title: Executive Vice President

NEEDLETECH PRODUCTS, INC.

By:

Name: Shirley Stoker

Title: Executive Vice President

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STATE OF (Feorgia )  SS.:  COUNTY OF (A1)	
COONTI OF TIME!	
me known, who, being by me duly sworn, di President and Chief Financial Officer of THI	2016, before me personally came Shirley Stoker, to d depose and say that she is the Executive Vice ERAGENICS CORPORATION, the corporation ag instrument; and that she signed her name thereto coration.
	Les Q. Cerne
A Maria de Caracteria de C	NOTARY PUBLIC
My commission expires:	Lisa A Raspel
	Notary Public, Georgia Hall County
	ommission Expires October 14, 2019
STATE OF (-OUTS W) )ss.:	
President of GALT MEDICAL CORP., the c	2016, before me personally came Shirley Stoker, to depose and say that she is the Executive Vice orporation described in and which executed the name thereto by order of the board of directors of
	La Clare
	NOTARY PUBLIC
My commission expires:	
	Lise / Notary Public, Georgia Hall Cn. 197 Commission Exp. 2019

STATE OF Georgia	)
COUNTY OF Hall	)ss. )

On this day of January, 2016, before me personally came Shirley Stoker, to me known, who, being by me duly sworn, did depose and say that she is the Executive Vice President of C.P. MEDICAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

Jr. O Cercil NOTARY PUBLIC

My commission expires:

Lise A Rassel
Notary Public, Georgia
Hall County
Commission Expires October 14, 2019

STATE OF GROCOUNTY OF MG !! ) )ss.:

On this  $25^{ih}$  day of January, 2016, before me personally came Shirley Stoker, to me known, who, being by me duly sworn, did depose and say that she is the Executive Vice President of NEEDLETECH PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

NOTARY PUBLIC

My commission expires:

Lisa A Rassel Notary Public, Georgia Hall County Commission Expires October 14, 2019

## Acknowledged:

PNC BANK, NATIONAL ASSOCIATION. as Agent

[Signature Page to Patent Security Agreement]

# **Schedule 1 - Patent Security Agreement**

Theragenics Automated	Theragenics Automated Corporation System for	Theragenics Automated Corporation	Theragenics Automated Implant Corporation Radioisotope Seeds	Theragenics Automated Implant Corporation Radioisotope Seeds	Needletech Products, Method ar Inc.	Galt Medical Corp. Tunneling	Galt Medical Corp. Releasable and rotatic	Galt Medical Corp. HANDLE SHEATH	C.P. Medical SUTURE- Corporation SYSTEM	C.P. Medical SUTURE. Corporation SYSTEM	C.P. Medical BRACHY Corporation	Owner
Automated Radioisotope Seed Loader	Automated Radioisotope Seed Loader System for Implant Needles	Automated Radioisotope Seed Cartridge	Automated Implantation System for Radioisotope Seeds	Automated Implantation System for Radioisotope Seeds	Method and Apparatus for Tissue Removal	Tunneling Device for a Catheter	Releasable interlock assembly having axial and rotational engagement	HANDLE FOR AN INTRODUCER SHEATH	SUTURE-MATERIAL-DISPENSER SYSTEM FOR SUTURE MATERIAL	SUTURE-MATERIAL-DISPENSER SYSTEM FOR SUTURE MATERIAL	BRACHYTHERAPY SPACER	Title
SN	US	US	US	US	SN	US	US	US	Sn	Sn	US	Jurisdiction
10355603	09587624	9587642	11086779	10010968	14123394	29244662	9482838	29201714	9097304	8497432	11056037	Application No.
1/13/2001	6/5/2000	6/5/2000	3/22/2005	11/13/2001	12/2/2013	12/13/2005	1/13/2000	3/19/2004	6/12/1998	6/30/1995	2/10/2005	File Date
7,229,400	6,537,192	6,616,593	7,959,548	6,869,390	Pending	D542414	6,336,914	D532513	6,095,323	5,765,740	7,749,151	Patent No.
8-yr pmt	12-yr pmt 9/25/2014	Expired 10/5/15	Issued 6/14/2011	4-yr pmt 3/29/2012	Published	Issued 5/8/2007	12-yr pmt 2/27/2013	Issued 1/21/2006	12-yr pmt 10/4/2012	12-yr pmt 3/21/2010 Expired 6/30/15	4-yr pmt 1/6/2014	Last Action

Owner	Title	Jurisdiction	Application No.	File Date	Patent No.	Last Action
Corporation	System for Implant Needles					12/12/2014
Theragenics Corporation	BRACHYTHERAPY DEVICES AND METHODS OF USING THEM	US	10342536	1/15/2003	7,070,554	8-yr pmt 1/6/2014
Theragenics Corporation	CATHETER ATTACHMENT AND CATHETER FOR BRACHYTHERAPY	SN	9858366	5/16/2001	6,994,688	8-yr pmt 8/7/2013
Theragenics Corporation	CONTAINER FOR STORAGE AND SHIPPING RADIOACTIVE MATERIALS	US	PCT/US01/ 02444 WO2002/04 9043	1/25/2001	Pending	CDE 8/22/2002
Theragenics Corporation	CONTAINER FOR STORING AND SHIPPING RADIOACTIVE MATERIALS	SN	9266867	3/12/1999	6,323,501	12-yr pmt 3/4/2013
Theragenics Corporation	CONTAINER FOR STORING AND SHIPPING RADIOACTIVE MATERIALS	US	9969393	10/2/2001	6,531,705	12-yr pmt 9/11/2014
Theragenics Corporation	CONTAINER FOR STORING AND SHIPPING RADIOACTIVE MATERIALS	US	10369045	2/19/2003	6,664,555	8-yr pmt 5/9/2011
Theragenics Corporation	DEVICE FOR DELIVERING A RADIOACTIVE AND/OR DRUG DOSAGE ALONE OR IN CONNECTION WITH A VASCULAR STENT	US	9874580	6/5/2001	6,821,296	8-yr pmt 3/26/2012
Theragenics Corporation	Expandable Brachytherapy Device	US	11266994	11/4/2005	7,662,082	4-yr pmt 8/16/2013
Theragenics Corporation	Expandable Brachytherapy Device	US	11682681	3/6/2007	7,497,819	4-yr pmt 9/4/2012
Theragenics Corporation	Expandable Brachytherapy Device	US	11688033	3/19/2007	7,497,820	4-yr pmt 9/4/2012
Theragenics Corporation	Expandable Brachytherapy Device	US	12493884	6/29/2009	8,690,746	Issued 4/8/2014
Theragenics Corporation	Expandable Brachytherapy Device	US	12682289	1/22/2010	8,398,534	Issued 3/19/2013

Owner	Title	Jurisdiction	Application No.	File Date	Patent No.	Last Action
Theragenics Corporation	Expandable Brachytherapy Device	US	12694741	1/27/2010	8,486,899	Issued 4/1/2014
Theragenics Corporation	Expandable Brachytherapy Device	US	12710308	2/22/2010	8,568,284	Issued 10/29/2013
Theragenics Corporation	Expandable Brachytherapy Device	US	12775636	5/7/2010	8,562,504	Issued 10/22/2013
Theragenics Corporation	Expandable Brachytherapy Device	US	13861195	4/12/2013	Pending	Filed 4/12/2013
Theragenics Corporation	Loading Clip For Radioisotope Seeds	US	9658636	9/11/2000	6,599,231	Expired 8/24/15
Theragenics Corporation	PHOTOGRAPHIC IMAGING SYSTEM FOR BRACHYTHERAPY DEVICE VERIFICATION	Sn	10718950	11/21/2003	7,190,895	Expired 4/13/15
Theragenics Corporation	POINT OF CARE RADIOACTIVE MATERIAL STRANDING SYSTEM	US	11877339	10/23/2007	8,360,951	Issued 1/29/2013
Theragenics Corporation	POINT OF CARE RADIOACTIVE MATERIAL STRANDING SYSTEM	SU	13733272	1/3/2013	9,050,458	Issued 6/9/15
Theragenics Corporation	RADIATION DELIVERY DEVICES AND METHODS FOR THEIR MANUFACTURE	US	9858816	5/16/2001	6,749,553	8-yr pmt 9/22/2011
Theragenics Corporation	RADIOACTIVE SOURCE WIRE AND DUAL LUMEN CATHETER SYSTEM FOR BRACHYTHERAPY	US	10010250	11/7/2001	6,790,170	8-yr pmt 9/22/2011
Theragenics Corporation	Seed Magazine	US	10354950	1/29/2003	6,953,426	8-yr pmt 2/27/2013
Theragenics Corporation	Seed Magazine	US	11196659	8/2/2005	7,513,862	4-yr pmt 10/9/2012

	Corporation	Theragenics	Owner
Radioisotope Seeds	Bioresorbable Carrier Assembly for	Selectively Loadable/Sealable	Tide
		US	Jurisdiction
		10853575	Application No.
		5/24/2004	File Date
		7,351,192	Patent No.
	10/1/2015	8-yr pmt	Last Action

PATENT
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