

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3999681

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NITINOL DEVICES AND COMPONENTS, INC.	08/08/2016
RECEIVING PARTY DATA	
Name:	REGIONS BANK, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	150 4TH AVE. N.
Internal Address:	ONE NASHVILLE PLACE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	5938587
Patent Number:	6315715
Patent Number:	6464632
Application Number:	12939894
Application Number:	13100132
Application Number:	62221544
Application Number:	14795804
Application Number:	14924278
PCT Number:	US2012061207
PCT Number:	US2012053236
PCT Number:	US2014036259
PCT Number:	US2015040056
PCT Number:	US2015057642
CORRESPONDENCE DATA	
Fax Number:	(615)248-2954
<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>	
Phone:	615-742-7944
Email:	trademarks@bassberry.com
PATENT	

Correspondent Name: MARTHA B. ALLARD
Address Line 1: 150 3RD AVE. S.
Address Line 2: SUITE 2800
Address Line 4: NASHVILLE, TENNESSEE 37201

ATTORNEY DOCKET NUMBER: 108000-995

NAME OF SUBMITTER: MARTHA B. ALLARD

SIGNATURE: /Martha B. Allard/

DATE SIGNED: 08/09/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 8, 2016 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantors”) in favor of Regions Bank (“Regions Bank”), as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith by and among NITINOL DEVICES AND COMPONENTS, INC., a Delaware corporation (“Borrower”), REGIONS BANK, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and pursuant to that certain Amended and Restated Guarantee and Collateral Agreement of even date herewith by and among Borrower, certain Subsidiaries of Borrower and Administrative Agent for the Lenders from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement, the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated

maturity, by acceleration or otherwise) of the Grantors' Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement) (2) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations of any of the foregoing, (3) all

income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), 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 4. GOVERNING LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401, EXCEPT TO THE EXTENT THAT THE LAWS OF A PARTICULAR JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERN THE PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON AND SECURITY INTERESTS IN THE COLLATERAL.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

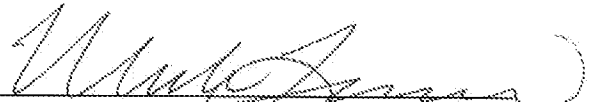
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

NITINOL DEVICES AND COMPONENTS,
INC. (d/b/a CONFLUENT MEDICAL
TECHNOLOGIES)

By: 
Name: Mark Lemma
Title: Chief Financial Officer

INTERFACE ASSOCIATES, INC.


By: 
Name: Mark Lemma
Title: Treasurer

[Signatures continue on following page.]


ETE MEDICAL, LLC

By: 
Name: Mark Lemma
Title: Chief Financial Officer

BIOMEDICAL STRUCTURES, LLC




By: 
Name: Mark Lemma
Title: Treasurer

MODIFIED POLYMER COMPONENTS, INC.

By: 
Name: Mark Lemma
Title: Treasurer

Schedule 1 to Intellectual Property Security Agreement

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Owner	Mark	Serial No. / Registration No.	Application/ Registration Date	Jurisdiction
Biomedical Structures, LLC	Biomedical Structures, LLC	BIOFELT	78597861 / 3299029	March 30, 2005 / September 25, 2007	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.		75517657 / 2272159	July 13, 1998 / August 24, 1999	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.	MODIFIED POLYMER COMPONENTS, INC.	75517656 / 2301754	July 13, 1998 / December 21, 1999	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.	MODIFIED POLYMER COMPONENTS, INC.	75349018 / 2227575	August 29, 1997 / March 02, 1999	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.		75349019 / 2225321	August 29, 1997 / February 23, 1999	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.		75349016 / 2225320	August 29, 1997 / February 23, 1999	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.	ENDOLINER	75356590 / 2192306	September 15, 1997 / September 29, 1998	U.S.
Modified Polymer Components, Inc.	Modified Polymer Components, Inc.	MODIFIED POLYMER COMPONENTS	76266084 / 2690053	June 04, 2001 / February 25, 2003	U.S.

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

Nitinol Devices and Components, Inc.

Pending U.S. Patent Applications

Title	Serial No.	Filing Date
ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	12/939,894	November 04, 2010
ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	13/100,132	May 03, 2011
SUPERELASTIC DEVICES MADE FROM NITINOL ALLOYS USING POWDER METALLURGICAL TECHNIQUES	62/221,544	September 21, 2015

Pending Foreign Patent Applications

Title	Serial No. / Jurisdiction	Filing Date
ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	10829095.8 (Europe)	November 04, 2010
ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	11831061.4 (Europe)	May 03, 2011
TISSUE TREATMENT DEVICE AND RELATED METHODS	PCT/US2012/061207 (PCT)	October 19, 2012
METHOD FOR MANUFACTURING CYLINDRICAL NITINOL OBJECTS FROM SHEET	PCT/US2012/053236 (PCT)	August 30, 2012

GRIPPING SYSTEM FOR STRAIGHTENING A BALLOON CATHETER DURING FLUTING	PCT/US14/036259 (PCT)	April 30, 2014
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Interface Associates, Inc.:

Pending U.S. Patent Applications

Title	Serial No.	Filing Date
NESTED BALLOONS FOR MEDICAL APPLICATIONS AND METHODS FOR MANUFACTURING THE SAME	14/795,804	July 09, 2015
METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING PRESSURIZED CONSTRAINED ANNEALING	14/924,278	October 27, 2015

Pending Foreign Patent Applications

Title	Serial No.	Filing Date
BALLONNETS EMBÔTÉS POUR APPLICATIONS MÉDICALES ET LEURS PROCÉDÉS DE FABRICATION	PCT/US2015/040056 (PCT)	October 27, 2015
PROCÉDÉS DE FABRICATION DE BALLONNETS EMBÔTÉS AU MOYEN D'UN RECUIT SOUS CONTRAINTE DE PRESSION	PCT/US2015/057642 (PCT)	October 27, 2015

Modified Polymer Associates, Inc.

Issued U.S. Patents

Title	Serial No.	Issue Date
FLEXIBLE INNER LINER FOR THE WORKING CHANNEL OF AN ENDOSCOPE	5,938,587	August 17, 1999
FLEXIBLE INNER LINER FOR THE WORKING CHANNEL OF AN ENDOSCOPE	6,315,715	November 13, 2001
FLEXIBLE INNER LINER FOR THE WORKING CHANNEL OF AN ENDOSCOPE	6,464,632	October 15, 2002

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

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