

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4105743

<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>
NIADYNE, INC.		06/30/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEM HOLDINGS, L.P.	
<b>Street Address:</b>	5742 WEST HAROLDY GATTY DRIVE	
<b>Internal Address:</b>	C/O BASIC RESEARCH	
<b>City:</b>	SALT LAKE CITY	
<b>State/Country:</b>	UTAH	
<b>Postal Code:</b>	84116	
<b>PROPERTY NUMBERS Total: 23</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6287796	
Patent Number:	6333148	
Patent Number:	6337065	
Patent Number:	6337202	
Patent Number:	6395543	
Patent Number:	6403619	
Patent Number:	6417235	
Patent Number:	6428972	
Patent Number:	6464992	
Patent Number:	6495537	
Patent Number:	6552050	
Patent Number:	6677361	
Patent Number:	6716635	
Patent Number:	6750234	
Patent Number:	6906180	
Patent Number:	6924299	
Patent Number:	6992071	
Patent Number:	7217739	
Patent Number:	7226937	

PATENT

Property Type	Number
Patent Number:	7425319
Patent Number:	7538194
Patent Number:	8114390
Patent Number:	8790626

#### CORRESPONDENCE DATA

**Fax Number:** (612)340-8827

***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.***

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**Email:** hutton.emma@dorsey.com

**Correspondent Name:** DORSEY & WHITNEY LLP

**Address Line 1:** 50 SOUTH SIXTH STREET, SUITE 1500

**Address Line 2:** INTELLECTUAL PROPERTY PRACTICE GROUP

**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402-1498

<b>ATTORNEY DOCKET NUMBER:</b>	476862/5
<b>NAME OF SUBMITTER:</b>	EMMA L. HUTTON
<b>SIGNATURE:</b>	/Emma L. Hutton/
<b>DATE SIGNED:</b>	10/20/2016

#### Total Attachments: 8

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## **AMENDMENT TO COLLATERAL ASSIGNMENT (PATENTS)**

This Amendment to Collateral Assignment (Patents) (the "**Amendment**") is effective as of the 30<sup>th</sup> day of June, 2016, by and between:

**NIADYNE, INC.**, a Delaware corporation, having an address of 601 West 26th Street, Suite 1505, New York, New York 10001 ("**Assignor**"), and

**DEM HOLDINGS, L.P.**, a Delaware limited partnership, having an address of c/o Basic Research, 5742 West Harold Gatty Drive, Salt Lake City, Utah 84116, as agent for the lenders (collectively, the "**Lenders**") from time to time party to the Credit Agreement defined below (in such capacity, the "**Agent**" and the Agent together with its successors and assigns, "**Assignee**").

### **W I T N E S S E T H:**

A. StriVectin Operating Company, Inc., a Delaware corporation ("**Borrower**") and Assignee, among others, entered into that certain Revolving Credit and Term Loan Agreement dated as of July 10, 2009 (as amended from time to time, collectively, the "**Credit Agreement**"). Assignor has and continues to guarantee the Obligations of Borrower under the Credit Agreement pursuant to that certain Guaranty executed by Assignor in favor of Assignee dated as of July 10, 2009 (as the same may be amended and reaffirmed from time to time, the "**Guaranty**").

B. Borrower and Assignee, among others, are parties to that certain Pledge and Security Agreement dated as of July 10, 2009 (as amended and reaffirmed from time to time, the "**Security Agreement**"), pursuant to which Assignor pledged, assigned and granted a security interest in favor of Assignee in certain Collateral (as defined therein).

C. Assignor and Assignee are parties to that certain Collateral Assignment (Patents) dated as of July 10, 2009 (as the same may be amended from time to time, the "**Patents Assignment**"), which Patents Assignment was recorded with the United States Patent and Trademark Office on July 27, 2009, at Reel 023003, Frame 0698.

D. Assignor has acquired additional Patents and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Patents in favor of Assignee.

E. It is a condition of the Credit Agreement that Assignor execute and deliver this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Company and the Lender hereby agree as follows.

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Patent Assignment.
2. **Amendment to Exhibit A.** **Exhibit A** to the Patent Assignment is hereby amended and restated in its entirety in the form of **Exhibit A** annexed hereto and incorporated herein by

reference. Assignor hereby ratifies the grant a security interest in all of Assignor's right, title and interest in and to the Patents as provided for in the Patent Assignment.

3. Miscellaneous:

- A. Except as provided herein, all terms and conditions of the Patent Assignment remain in full force and effect. Assignor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
- B. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
- C. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

***[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

**"ASSIGNOR"**

**NIADYNE, INC.**

By: 

Name: Cori Aleardi

Title: Chief Operating Officer and Chief  
Financial Officer

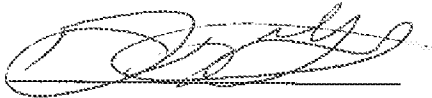
[Signature Page to Amendment to Collateral Assignment (Patents)]

**PATENT**  
**REEL: 040075 FRAME: 0346**

**"ASSIGNEE"**

**DEM HOLDINGS, L.P.**, as Lender's  
Agent

By: DEM Holdings GP, LLC, general  
Partner

By: 

Name: Dennis Gay

Title: CEO

**EXHIBIT A**

**Patents**

See attached.

Patents and Patent Applications

<u>Issued Patent</u>	<u>Case Reference</u>	<u>Issue Date</u>
6,287,796	NIAD 202.1 US	September 11, 2001
6,333,148	NIAD 201 US	December 25, 2001
6,337,065	NIAD 203.1 US	January 8, 2002
6,337,202	NIAD 201.2 US	January 8, 2002
6,395,543	NIAD 201.1 US	May 28, 2002
6,403,619	NIAD 210 US	June 11, 2002
6,417,235	NIAD 215.1 US	July 9, 2002
6,428,972	NIAD 202.2 US	August 6, 2002
6,464,992	NIAD 211.1 US	October 15, 2002
6,495,537	NIAD 204.1 US	December 17, 2002
6,552,050	NIAD 203.2 US	April 22, 2003
6,677,361	NIAD 212.1 US	January 13, 2004
6,716,635	NIAD 213.1 US	April 6, 2004
6,750,234	NIAD 216.1 US	June 15, 2004
6,906,180	NIAD 201.3 US	June 14, 2005
6,924,299	NIAD 214.1 US	August 2, 2005
6,992,071	NIAD 217.1 US	January 31, 2006
7,217,739	NIAD 218.1 US	May 15, 2007
7,226,937	NIAD 217.3 US	June 5, 2007
7,425,319	NIAD 203.3 US	September 16, 2008
7,538,194	NIAD 201.5 US	May 26, 2009
8,114,390	NIAD 219.1 US	February 14, 2012
8,790,626	NIAD 219.2 US	July 29, 2014
HK105 9117	NIAD 213.1 HK	April 16, 2001
ZL 0380776.6	NIAD 217.1 CN	April 17, 2003
762770	NIAD 203 AU	October 16, 2003
511708	NIAD 203 NZ	March 29, 2004
EP 1 143 954	NIAD 203 EP	August 11, 2004
2001 253 193	NIAD 214.1 AU	December 16, 2004
2001 253 423	NIAD 211.1 AU	January 27, 2005
ZL01810726.5	NIAD 213.1 CN	February 4, 2005
HK 104 1 436	NIAD 203 HK	March 11, 2005
2001 253 555	NIAD 213.1 AU	April 22, 2005
2001 257063	NIAD 212.1 AU	August 11, 2005
2001 253539	NIAD 215.1 AU	December 1, 2005
232573	NIAD 213.1 MX	December 2, 2005
1257 303	NIAD 203 TW	May 10, 2006
ZL 02806120.9	NIAD 216.1 CN	July 26, 2006
1 272 183	NIAD 214.1 EP	August 31, 2006



2,352,964	NIAD 203 CA	October 17, 2006
535 982	NIAD 217.1 NZ	October 27, 2006
1065941	NIAD 216.1 HK	November 3, 2006
143112	NIAD 203 IL	January 2, 2007
2,437,844	NIAD 216.1 CA	May 15, 2007
ZL 01810264.6	NIAD 214.1 CN	May 30, 2007
3920641	NIAD 213.1 JP	May 30, 2007
1 272 843	NIAD 213.1 EP	June 20, 2007
2003234119	NIAD 217.1 AU	June 21, 2007
230 1800	NIAD 217.1 RF	June 27, 2007
2,441,641	NIAD 212.1 CA	July 10, 2007
248528	NIAD 214.1 MX	August 30, 2007
3920641	NIAD 213.1 JP	May 30, 2007
249854	NIAD 216.1 MX	October 4, 2007
4041674	NIAD 214.1 JP	November 16, 2007
256127	NIAD 212.1 MX	April 14, 2008
1274429	NIAD 212.1 EP	May 14, 2008
4156841	NIAD 212.1 JP	July 18, 2008
2005 219390	NIAD 218.1 AU	August 14, 2008
1 365 762	NIAD 216.1 EP	September 24, 2008
1 729 538	NIAD 218.1 EP	November 12, 2008
ZL 200580006500	NIAD 218.1 CN	August 5, 2009
ZL 01810265.4	NIAD 211.1 CN	November 4, 2009
1102768B	NIAD 218.1 HK	November 20, 2009
2,482,320	NIAD 217.1 CA	February 9, 2010
2381786	NIAD 219.1 RU	February 20, 2010
4527405	NIAD 217.1 JP	June 11, 2010
AR 023715 B1	NIAD 203 AR	August 31, 2010
4642837	NIAD 218.1 JP	December 10, 2010
ZL 200680031406.X	NIAD 212.1 CN	December 22, 2010
283313	NIAD 211.1 MX	January 25, 2011
164560	NIAD 217.1 IL	February 1, 2011
1496891 B1	NIAD 217.1 EP	July 20, 2011
2,668,311	NIAD 217.2 CA	August 2, 2011
2008219633	NIAD 220.1 AU	September 8, 2011
2431485	NIAD 219.2 RU	October 20, 2011
579416	NIAD 220.1 NZ	November 7, 2011
2442577	NIAD 220.1 RU	February 20, 2012
2057353	NIAD 216.1 TP	August 10, 2012
246 3046	NIAD 220.2 RU	October 10, 2012
ZL200680022291.8	NIAD 219.1 CN	February 13, 2013
2,612,235	NIAD 219.1 CA	October 22, 2013
2,679,315	NIAD 220.1 CA	June 25, 2013
5244150	NIAD 217.2 JP	April 12, 2013
203968	NIAD 217.2 IL	August 29, 2013

HK 1127305	NIAD 219.1 HK	October 18, 2013
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## Live Cases

### NIAD 211.1

Europe

### NIAD 219.1 & 2

Europe (NIAD 219.1)

China (NIAD 219.2)

Hong Kong (NIAD 219.2)

Japan (NIAD 219.2)

### NIAD 220.1

China

Europe

Israel

Japan

Mexico

U.S.