# 504180250 01/17/2017

# **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4227883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
BIGFOOT BIOMEDICAL, INC.	01/05/2017

# **RECEIVING PARTY DATA**

Name:	WESTERN ALLIANCE BANK	
Street Address:	12220 EL CAMINO REAL	
Internal Address:	SUITE 100	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92130	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	8234126
Patent Number:	8543418
Patent Number:	9141765
Application Number:	14804599

# **CORRESPONDENCE DATA**

**Fax Number:** (617)897-0910

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:** 6173106210

Email: moodye@gtlaw.com

Correspondent Name: ERIN MOODY

Address Line 1: ONE INTERNATIONAL PLACE

Address Line 2: SUITE 2000

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	ERIN MOODY
SIGNATURE:	/Erin Moody/
DATE SIGNED:	01/17/2017

**Total Attachments: 3** 

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> PATENT REEL: 040983 FRAME: 0903

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PATENT REEL: 040983 FRAME: 0904

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2017, by and among WESTERN ALLIANCE BANK, an Arizona corporation an office located at 12220 El Camino Real, Suite 100, San Diego, CA 92130, ("Bank") and BIGFOOT BIOMEDICAL, INC., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof, (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Patents (as described herein).
- B. Grantor has agreed to grant to the Bank, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

# **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the following United States patents: U.S. Patent US 8234126 B1 – Distribution of Infusion Pumps; US 8543418 B1 – Distribution of Infusion Pumps; US 9141765 B2 – Distribution of Infusion Pumps; and US 20150324894 A1 – Distribution of Infusion Pumps (collectively, the "Patents").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows]

BOS 48194040v1

PATENT REEL: 040983 FRAME: 0905 IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR**:

Address of Grantor:	BIGFOOT BIOMEDICAL, INC.  By:
Attn:	Title: President & CEO
Address of Bank:	BANK: WESTERN ALLIANCE BANK
Address of Bank.	By:
Attn:	Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:
Address of Grantor:	BIGFOOT BIOMEDICAL, INC.
	Ву:
Attn:	Title:
	BANK:
Address of Bank:	WESTERN ALLIANCE BANK
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[Signature Page to Intellectual Property Security Agreement]

**RECORDED: 01/17/2017**