

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4442917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KEYSTONE HEART LTD.	05/31/2017
RECEIVING PARTY DATA	
Name:	VENTURE LENDING & LEASING VII, INC.
Street Address:	104 LA MESA DRIVE, SUITE 102
City:	PORTOLA VALLEY
State/Country:	CALIFORNIA
Postal Code:	94028
Name:	VENTURE LENDING & LEASING VIII, INC.
Street Address:	104 LA MESA DRIVE, SUITE 102
City:	PORTOLA VALLEY
State/Country:	CALIFORNIA
Postal Code:	94028
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	8062324
Patent Number:	7232453
Application Number:	13300936
Application Number:	13997574
Application Number:	12793000
Application Number:	14122560
Application Number:	14384024
Application Number:	14435929
Application Number:	14892802
Application Number:	14897455
Application Number:	15110764
Application Number:	62340128
Application Number:	62402604
CORRESPONDENCE DATA	

Fax Number: (415)777-4961

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: 415 981 1400

Email: nsust@greeneradovsky.com

Correspondent Name: JEFFREY T. KLUGMAN

Address Line 1: FOUR EMBARCADERO CENTER, SUITE 4000

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48535-0329
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NAME OF SUBMITTER:	JEFFREY T. KLUGMAN
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SIGNATURE:	/JEFFREY T. KLUGMAN/
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DATE SIGNED:	06/02/2017
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 31, 2017, by and among, KEYSTONE HEART LTD., a company registered with the Israeli Registrar of Companies ("Grantor"), and VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").¹

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Secured Party, as lender, Grantor and its subsidiary, Keystone Heart US, Inc., a Florida corporation, as borrowers ("Borrowers"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest: As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs

¹ If Keystone Heart US, Inc. has any copyrights, patents or trademarks registered with USPTO or Copyright Office then a parallel Intellectual Property Security Agreement between Keystone Heart US, Inc. and WTL will be required.

and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would affect Grantor's rights to such trademarks under applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a material change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) With respect to Trademarks, Patents and Copyrights constituting Collateral that management of Grantor determines in their sole but reasonable commercial judgment are material to the business of Grantor, Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) within a reasonable period of time after the acquisition of any such intellectual property rights, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case of sub-sections (i) and (ii) above, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurance; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact until the payment in full of the Obligations, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's reasonable discretion, to take any reasonable action and to execute any instrument which Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature solely by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right,

title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that upon the payment in full of the Obligations, the security interests granted hereby shall terminate automatically and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party shall, at the Grantor's expense, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL7, on the one hand, and Grantor and VLL8, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL7 and VLL8. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL7 and VLL8, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL7 and VLL8, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL7 and/or VLL8 independently of one another. The security interests granted by Grantor to each of VLL7 and VLL8 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

[Signature page to Intellectual Property Security Agreement]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

15 Halamish St.,
Caesarea Business Park 3088900,
Israel
Attn: Chief Executive Officer

KEYSTONE HEART LTD.

By: 
Name: Christopher Richardson
Its: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Its: _____

SECURED PARTY:

Address of Secured Party:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VIII, INC.

By: _____
Name: _____
Its: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

KEYSTONE HEART LTD.

Attn: Chief Executive Officer

By: _____
Name: _____
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____
Name: Jay Cohen
Its: Vice President

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING VIII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

By: _____
Name: Jay Cohen
Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

45535/0328
JTF/503074.2

EXHIBIT B

Patents

Description	Registration/Application Number
TRIGUARD I (DEVICE AND METHOD FOR VASCULAR FILTER)	07736297.8 (European Patent Application)
TRIGUARD I (DEVICE AND METHOD FOR VASCULAR FILTER)	8,062,324 (United States)
TRIGUARD I (DEVICE AND METHOD FOR VASCULAR FILTER)	13/300,936 (United States)
MODIFIED TRIGUARD (II.) (DEVICE AND METHOD FOR DEFLECTING EMBOLI IN AN AORTA)	11819115.4 (European Patent Application)
MODIFIED TRIGUARD (II.) (DEVICE AND METHOD FOR DEFLECTING EMBOLI IN AN AORTA)	13/997,574 (United States)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Austria)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Belgium)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Canada)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	2,472,374 (Canada)

WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Switzerland)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Germany)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	12193401.2 (European Patent Application)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Spain)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (France)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (United Kingdom)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Italy)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	1461112 (Netherlands)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	7,232,453 (United States)
WINDSOCK (ENDOVASCULAR DEVICE FOR ENTRAPMENT OF PARTICULATE MATTER AND METHOD FOR USE)	12/793,000 (United States)
BRANCH FILTER (EMBOLIC FILTER DEVICE AND METHOD OF USE THEREOF)	12733806.9 (European Patent Application)
BRANCH FILTER (EMBOLIC FILTER DEVICE AND METHOD OF USE THEREOF)	14/122,560 (United States)

DUAL MESH (DEVICE AND METHOD FOR DEFLECTING EMBOLI IN AN AORTA)	13718908.0 (European Patent Application)
DUAL MESH (DEVICE AND METHOD FOR DEFLECTING EMBOLI IN AN AORTA)	2014-560517 (Japan)
DUAL MESH (DEVICE AND METHOD FOR DEFLECTING EMBOLI IN AN AORTA)	14/384,024 (United States)
INTERLACED MESH (INTERLACED PARTICULATE FILTER)	2,888,521 (Canada)
INTERLACED MESH	13788792.3 (European Patent Application)
INTERLACED MESH	14/435,929 (United States)
CLAMP CONNECTOR	2014269909 (Australia)
CLAMP CONNECTOR	2,912,995 (Canada)
CLAMP CONNECTOR	14732409.9 (European Patent Application)
CLAMP CONNECTOR	2016-514531 (Japan)
CLAMP CONNECTOR	14/892,802 (United States)
LEAFLETS (INTRAVASCULAR DEVICE WITH MULTIPLE LEAFLETS)	2014279635 (Australia)

LEAFLETS (INTRAVASCULAR DEVICE WITH MULTIPLE LEAFLETS)	2,914,965 (Canada)
LEAFLETS (INTRAVASCULAR DEVICE WITH MULTIPLE LEAFLETS)	2016-518644 (Japan)
LEAFLETS (INTRAVASCULAR DEVICE WITH MULTIPLE LEAFLETS)	PCT/IL2014/050527 (PCT Application)
LEAFLETS (INTRAVASCULAR DEVICE WITH MULTIPLE LEAFLETS)	14/897,455 (United States)
ANATOMY INDEPENDENT DEVICE AID	2015800132357 (China)
ANATOMY INDEPENDENT DEVICE AID	15717961.5 (European Patent Application)
ANATOMY INDEPENDENT DEVICE AID	2016-545785 (Japan)
ANATOMY INDEPENDENT DEVICE AID	PCT/JP2015/000410 (PCT Application)
ANATOMY INDEPENDENT DEVICE AID	15/110,764 (United States)
LATCH CONNECTOR (INTRAVASCULAR DEVICE CONNECTOR)	No number assigned (PCT Application)
CURVED FILTER	PCT/EP2017/055721 (PCT Application)
SAVR	62/340128 (United States)

TRIGUARD GENERATION II	Not filed (United States)
Laser Cnt	62/402604 (United States)
INTRAVASCULAR DEVICES AND DELIVERY SYSTEMS AND USES THEREOF	2016800013545 (China)
INTRAVASCULAR DEVICES AND DELIVERY SYSTEMS AND USES THEREOF	PCT/IB2016/000192 (PCT Application)

EXHIBIT C

Trademarks

Description	Registration/Application Number
ESCORT	010672351 (European Community)
KEYSTONE HEART	20595852 (China)
KEYSTONE HEART	010672368 (European Community)
KEYSTONE HEART	2012-012509 (Japan)
KEYSTONE HEART	4,254,863 (United States)
TRIGUARD	1546634 (Australia)
TRIGUARD	1,618,370 (Canada)
TRIGUARD	20595853 (China)
TRIGUARD	11664125 (European Community)
TRIGUARD	2013-019852 (Japan)
TRIGUARD	2013-0017713 (South Korea)
TRIGUARD	102014008 (Taiwan, Province of China)
TRIGUARD	87/014,019 (United States)