

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4733261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED CARDIAC THERAPEUTICS, INC.	10/11/2016
RECEIVING PARTY DATA	
Name:	ABBOTT LABORATORIES
Street Address:	100 ABBOTT PARK ROAD
City:	ABBOTT PARK
State/Country:	ILLINOIS
Postal Code:	60064
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15527984
Application Number:	15527924
Application Number:	15782703
Application Number:	15782714
Application Number:	62536616
CORRESPONDENCE DATA	
Fax Number:	(202)626-1700
<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:	212-326-3939
Email:	kmhutchison@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	51 LOUISIANA AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	080024-675008
NAME OF SUBMITTER:	VISHAL V. KHATRI
SIGNATURE:	/Vishal V Khatri/
DATE SIGNED:	12/13/2017
Total Attachments: 10	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of October 11, 2016 (this "Agreement"), is made by Advanced Cardiac Therapeutics, Inc., a Delaware corporation (the "Grantor"), in favor of Abbott Laboratories (the "Secured Party" and, together with the Grantor, the "Parties" and each, a "Party").

The Grantor is party to the Security Agreement dated as of October 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in certain of its assets.

The Grantor is executing and delivering this Agreement for recording with national, federal and state governmental authorities, including the United States Patent and Trademark Office and the United States Copyright Office.

In consideration of the foregoing and the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Confirmation of Security Interest. The Grantor confirms that, pursuant to the Security Agreement, it granted to the Secured Party a security interest in all of its right, title and interest in, to and under all of the property described therein, whether now existing or hereafter from time to time acquired and wherever located, including the items listed on Schedule 1, Schedule 2 and Schedule 3.

2. Acknowledgement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the property described in Section 1 are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement control. The Security Agreement (and all rights and remedies of the Secured Party thereunder) remains in full force and effect in accordance with its terms.

3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes any government officials to record and register this Agreement upon request by the Secured Party.

4. Authorization to Supplement. The Grantor authorizes the Secured Party to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any registrations of and applications for registration or issuance for the Grantor's patents, trademarks or copyrights not previously set forth on such schedules and that are otherwise subject to the Security Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend Schedule 1, Schedule 2 or Schedule 3 in any way affects, invalidates or detracts from the Secured Party's continuing security interest in any property subject to the Security Agreement, whether or not listed on Schedule 1, Schedule 2 or Schedule 3.

5. Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this


Agreement, expressed or implied, may be construed to confer upon any person or entity (other than the parties hereto, their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or by reason of this Agreement.

6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission is as effective as delivery of a manually executed counterpart of this Agreement.

(Signature page(s) follow)

The Parties have executed and delivered this Agreement as of the date first above written.

ADVANCED CARDIAC THERAPEUTICS,
INC.

By: 
Name: Doug Koob
Title: Chief Financial Officer

ABBOTT LABORATORIES

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

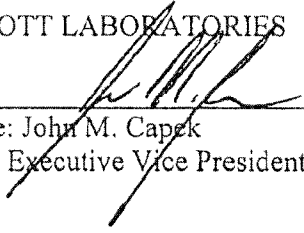
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The Parties have executed and delivered this Agreement as of the date first above written.

ADVANCED CARDIAC THERAPEUTICS,
INC.

By: _____
Name:
Title:

ABBOTT LABORATORIES

By:  _____
Name: John M. Capek
Title: Executive Vice President, Ventures

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

Patent Registrations/Applications

Country	Status	Application No. Filing Date	Patent No. Issue Date
PCT	Pending	PCT/US15/61419 11/18/15	
US	Pending	15/179,855 06/10/16	
US	Pending	15/179,655 06/10/16	
US	Pending	15/214,358 07/19/16	
US	Pending	15/214,376 07/19/16	
US	Pending	62/243,289 10/19/15	
PCT	Pending	PCT/US15/61311 11/18/15	
US	Pending	15/179,689 06/10/16	
PCT	Pending	PCT/US15/61353 11/18/15	
US	Pending	15/179,891 06/10/16	
PCT	Pending	PCT/US15/61360 11/18/15	
US	Pending	15/179,861 06/10/16	
US	Pending	62/308,461 03/15/16	
US	Pending	62/315,661 03/30/16	
US	Pending	62/323,502 04/15/16	
US	Issued	12/483,407 06/12/09	8,206,380 06/26/12
US	Pending	13/142,865 371(c) Date 09/16/11	
PCT	Pending	PCT/US15/61347 11/18/15	

NAI-1502167760v1


Co-Owned:

Country	Status	Application No. Filing Date	Patent No. Issue Date
US	Issued	13/368,112 02/07/12	8,926,605 01/06/15
US	Issued	14/274,407 05/09/14	8,932,284 01/13/15
US	Issued	13/418,136 03/12/12	9,226,791 01/05/16
US	Issued	14/274,431 05/09/14	8,961,506 02/24/15
US	Pending	14/987,614 01/04/16	
US	Issued	14/285,337 05/22/14	9,277,961 03/08/16
US	Pending	15/063,380 03/07/16	
US	Issued	13/486,889 06/01/12	8,954,161 02/10/15
US	Issued	14/274,438 05/09/14	9,014,814 04/21/15
US	Pending	14/689,373 04/17/15	
US	Pending	15/074,935 03/18/16	
PCT	Pending	PCT/US15/61340 11/18/15	

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SCHEDULE 2

Trademark Registrations/Applications

Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
DIAMONDTEMP	US	87/036983 05/13/16	
DIAMOND	US	87/036987 05/13/16	
 (ACT ADVANCED CARDIAC THERAPEUTICS & Design)	US	86/351812 07/29/14	

SCHEDULE 3

Copyright Registrations/Applications

None.

May 12, 2017

VIA CERTIFIED MAIL

Abbott Laboratories
100 Abbott Park Road, D-5MDB
Abbott Park, IL 60064-6112
Attention: Vice President, Licensing and Acquisitions

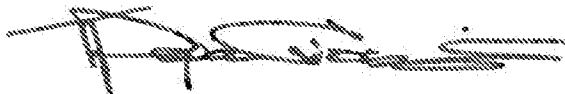
Abbott Laboratories
100 Abbott Park Road, D-364
Abbott Park, IL 60064-3500
Attention: Executive Vice President, General Counsel and Secretary

Re: Notice of New Application Filings Pursuant to Security Agreement with Advanced Cardiac Therapeutics, Inc. Dated October 11, 2016

Dear Sir/Madam:

Pursuant to Section 6(b) of the Security Agreement between Advanced Cardiac Therapeutics, Inc. ("ACT") and Abbott Laboratories ("Abbott") dated October 11, 2016, ACT is providing Abbott with written notice that certain new applications have been filed by ACT. Specifically, the following patent applications were recently filed: (1) PCT Application PCT/US2017/022264, filed March 14, 2017; (2) U.S. Provisional Application No. 62/491,082, filed April 27, 2017; and (3) U.S. Application No. 15/582,197, filed April 28, 2017.

Sincerely,



Theodore G. Papagiannis

Enclosure

cc: Jones Day
3161 Michelson Drive, Suite 800
Irvine, CA 92612
Attention: Jonn Beeson

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PATENT

November 30, 2017

VIA CERTIFIED MAIL

Abbott Laboratories
100 Abbott Park Road, D-5MDB
Abbott Park, IL 60064-6112
Attention: Vice President, Licensing and Acquisitions

Abbott Laboratories
100 Abbott Park Road, D-364
Abbott Park, IL 60064-3500
Attention: Executive Vice President, General Counsel and Secretary

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Sincerely,



Theodore G. Papagiannis

cc: Jones Day (3161 Michelson Drive, Suite 800, Irvine, CA 92612, Attention: Jonn Beeson)

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