

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5137217

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	INTERVALVE, INC.	01/14/2016
RECEIVING PARTY DATA		
Name:	OXFORD FINANCE LLC	
Street Address:	133 NORTH FAIRFAX STREET	
City:	ALEXANDRIA	
State/Country:	VIRGINIA	
Postal Code:	22314	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15004722
CORRESPONDENCE DATA		
Fax Number:	(310)327-3466	
<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:	(310) 755-7800	
Email:	khinckley@inskeeplaw.com	
Correspondent Name:	CHARLES E. FREDERICKS, ESQ.	
Address Line 1:	INSKEEP INTELLECTUAL PROPERTY GROUP, INC.	
Address Line 2:	2281 W. 190TH STREET, SUITE 200	
Address Line 4:	TORRANCE, CALIFORNIA 90504	
ATTORNEY DOCKET NUMBER:	IV 677000-514-DIV	
NAME OF SUBMITTER:	CHARLES E. FREDERICKS, ESQ.	
SIGNATURE:	/Charles E. Fredericks, Reg. No. 51,703/	
DATE SIGNED:	09/12/2018	
Total Attachments: 8		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as January 14, 2016, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as such term is defined below, each a “**Lender**” and collectively, the “**Lenders**”), and INTERVALVE, INC., a Delaware corporation with an office located at 2445 Xenium Lane North, Plymouth, MN 55441 (“**Grantor**”).

RECITALS

A. Lenders 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 among Lenders and Grantor dated as of December 5, 2014, as amended by the First Amendment to Loan and Security Agreement 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). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable benefit of the Lenders, 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 (other than the Intellectual Property Collateral (as defined herein below)).

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, effective as of date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B, the Trademarks set forth on Exhibit C and the Mask Works set forth on Exhibit D include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent 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 Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Collateral Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

INTERVALVE, INC.

2445 Xenium Lane North
Plymouth, MN 55441
Attn: Mark Unga, Chief Executive Officer

By:  1/14/2016

Title: CEO

LENDERS:

Address of Lender:

OXFORD FINANCE LLC, AS COLLATERAL
AGENT AND AS A LENDER

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By: _____

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:

INTERVALVE, INC.

2445 Xenium Lane North
Plymouth, MN 55441
Attn: Mark Unga, Chief Executive Officer

By: _____

Title: _____

LENDERS:

Address of Lender:

OXFORD FINANCE LLC, AS COLLATERAL
AGENT AND AS A LENDER

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  1/14/2016

Mark Davis

Vice President - Finance, Secretary & Treasurer

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

IPG Docket	IPG Project Name	Country	FA Ref	Title	Inventorship	Parentage	Serial Number	Filing Date	Issue Number	Issue Date	Status	Due Dates
322	InterValve	US	//	Valvuloplasty Devices And Methods	Pedersen, Van Tassel, Schwartz; Brucker and Greenhalgh	60/488,635, filed 7/18/03; 60/547,896; filed 2/25/04	10/846,613	05/14/2004	7,744,620	06/29/2010	ISSUED	12/29/2013 3.5 Maint. Fee d/I 12/29/2017 7.5 Maint. Fee d/I 12/29/2021 11.5 Maint. Fee d/I
509	InterValve	US	//	Valvuloplasty Devices And Methods	Pedersen; Van Tassel; Schwartz; Brucker and Greenhalgh	(see matter 322 - this matter was refilled due to an amendment to the drawings and additional claims)	10/856,494	05/27/2004	7,618,432	11/17/2009	ISSUED	5/17/2017 7.5 Maint. fee d/I 5/17/2021 11.5 Maint. fee d/I
512	InterValve	US	//	Valvuloplasty Catheter And Methods	Wes Pedersen, William Drasler, Mark Ungs, Joe Thielen	61/104,636 filed 10/10/08 (510); 61/112,566 filed 11/7/08 (511); and 61/145,705 filed 1/19/09 (512)	12/576,970	10/09/2009	7,951,111	05/31/2011	ISSUED	11/30/2014 3.5 Maint. Fee d/I 11/30/2018 7.5 Maint. Fee d/I 11/30/2022 11.5 Maint. Fee d/I
513	InterValve	US	//	Valvuloplasty Catheter (Cont. of 322)	Wesley Pedersen, Robert A. Van Tassel, Robert s. Schwartz, gregory G. Brucker, Skott E. Greenhalgh	Cont. of 10/846,613 filed 5/14/2004; 60/488,635, filed 7/18/03; 60/547,896; filed 2/25/04	12/783,438	05/19/2010	8,486,102	7/16/2013	(Publication Date 9/9/2010; Pub. No. US-2010-0228277-A1) 6/26/2013 Issue Notification received. 06/12/2013 Issue Fee paid. Continuation to be filed.	Issued
513-CON	InterValve	US	//	Valvuloplasty Catheter (Cont. of 513)	Wesley Pedersen, Robert A. Van Tassel, Robert s. Schwartz, gregory G. Brucker, Skott E. Greenhalgh	Cont. of 12/783,439 filed 5/19/2010, which is a Cont. of 10/846,613 filed 5/14/2004; 60/488,635, filed 7/18/03; 60/547,896; filed 2/25/04	13/926,924	06/25/2013	//	//	(Pub. No. US-2013-0289607; Pub. Date 10/31/2013) 11/30/2015 Amendment and Terminal Disclaimer filed.	//
514	InterValve	US	//	Positionable Valvuloplasty Catheter	William Drasler, Wesley Pedersen, Mark Ungs	61/382,446 filed 09/13/2010	13/231,807	09/13/2011	9,242,081	1/26/2016	(Pub. No. US-2012-0063809-A1; Pub. Date 04/05/2012) 1/06/2016 Issue Notification received.	01/06/2016 Continuation decision d/I (soft).
515	InterValve	US	//	Valvuloplasty Catheter And Methods (Cont. of 512)	Wes Pedersen, William Drasler, Mark Ungs, Joe Thielen	Cont. of 12/576,970 filed 10/9/2009; 61/104,636 filed 10/10/08 (510); 61/112,566 filed 11/7/08 (511); and 61/145,705 filed 1/19/09 (512)	13/108,938	05/16/2011	8,900,264	12/02/2014	ISSUED	12/2/2016 Reissue d/I 6/2/2018 3.5 year d/I 6/2/2022 7.5 year d/I 6/2/2026 11.5 year d/I Expires 10/31/2030 (extended by 387 days)
515 CON	InterValve	US	//	Valvuloplasty Catheter And Methods (Cont. of 512)	Wes Pedersen, William Drasler, Mark Ungs, Joe Thielen	Cont. of 13/108,938 filed 05/16/2011, which is a Cont. of 12/576,970 filed 10/9/2009; 61/104,636 filed 10/10/08 (510); 61/112,566 filed 11/7/08 (511); and 61/145,705 filed 1/19/09 (512)	14/535,724	11/07/2014	//	//	(Pub. No. US-2015-0066069-A1; Pub. Date 3/05/2015) 10/07/2015 Final OA received. 06/18/2015 Amendment filed.	01/07/2016 Response to Final OA Due 04/07/2016 Appeal D/L.
516	InterValve	US	//	Ellipticity Measuring Device	William J. Drasler, Mark Ungs	61/598,085 filed 02/13/2012	13/766,464	02/13/2013	8,998,827	4/07/2015	ISSUED	4/7/2017 Reissue d/I 10/7/2018 3.5 year d/I 10/7/2022 7.5 year d/I 10/7/2026 11.5 year d/I 2/13/2033 Expiration
516 CON	InterValve	US	//	Ellipticity Measuring Device	William J. Drasler, Mark Ungs	CON of 13/766,464 filed 02/13/2013 61/598,085 filed 02/13/2012	14/667,555	03/24/2015	9,186,094	11/17/2015	10/28/2015 Issue Notification received. 10/13/2015 Issue Fee paid. Per CEF, continuation will be filed but client has not yet given specific instructions.	//
516 CON2	InterValve	US	//	Ellipticity Measuring Device	William J. Drasler, Mark Ungs	CON of 14/667,555 filed 3/24/15; which is a CON of 13/766,464 filed 02/13/2013 61/598,085 filed 02/13/2012	14/939,206	11/12/2015			11/30/2015 Non-Provisional Filing Receipt received. 11/12/2015 Continuation filed; awaiting filing receipt.	//
517	InterValve	US	//	Bulbous Balloon With Mechanical Pressure Regulator	William J. Drasler, Mark Ungs, Wesley R. Pedersen	61/862,908 filed 08/06/13; 61/876,149 filed 09/10/13; 61/894,723 filed 10/23/13; 61/915,447 filed 12/12/13; 61/947,845 filed 03/04/14; 61/986,743 filed 04/30/14	14/452,426	08/05/2014	//	//	Different Spec/Dwgs from PCT case. (Pub. No. US-2015-0045826-A1; Pub. Date 02/12/2015) 4/15/2015 IDS filed. 02/12/2015 Notice of Publication received.	//
517/PCT	InterValve	PCT	//	Bulbous Balloon With Mechanical Pressure Regulator	William J. Drasler, Mark Ungs, Wesley R. Pedersen	61/862,908 filed 08/06/13; 61/876,149 filed 09/10/13; 61/894,723 filed 10/23/13; 61/915,447 filed 12/12/13; 61/947,845 filed 03/04/14; 61/986,743 filed 04/30/14	PCT/US2014/049818	08/05/2014	//	//	Different Spec/Dwgs from US case. 12/10/2015 Second Notice re Designated Offices received. 12/11/2014 Notification of International Search Report and Written Opinion received. 10/30/2014 Response to Invitation to Correct filed.	02/05/16 30-Month Nat'l Phase d/I.
518	InterValve	US		Post Dilation Balloon With Marker Bands For Use With Stented Valves	William J. Drasler Scott Schewe Mark Ungs	61/983,377 filed 04/23/2014; 62/115,602 filed 02/12/2015	14/683,055	04/09/2015			(Pub. No. US-2015-0306359-A1; Pub. Date) 10/29/2015 Notice of Publication received. 4/23/2015 Non-Provisional Filing Receipt and Informational Notice received. 04/09/2015 Nonprovisional Application filed; awaiting Filing Receipt.	//
520	InterValve	US		Mitral Annular Measurement And LVOT Obstruction Tool	William J. Drasler	//	62/162,394	05/15/2015	//	//	6/03/2015 Provisional Filing Receipt received. 05/15/2015 Provisional Application filed; awaiting Filing Receipt.	//

EXHIBIT C

Trademarks

Docket ID	Country	Mark	Class	Status	App. No.	Date Filed	Reg. No.	Date Registered	Renewal
022521-002001	United States of America	V8	10	Allowed	85640311	31-May-12			
022521-002003	Madrid	V8	10	Registered	A0030666	03-Jul-12	1127622	03-Jul-12	03-Jul-22
022521-002003	<i>European Community</i>	V8	10	<i>Pending</i>	A0030666	03-Jul-12			
022521-002002	United States of America	V8 (Stylized)	10	Allowed	85640310	31-May-12			
022521-002004	Madrid	V8 (Stylized)	10	Registered	A0030665	03-Jul-12	1132501	03-Jul-12	03-Jul-22
022521-002004	<i>European Community</i>	V8 (Stylized)	10	<i>Pending</i>	A0030665	03-Jul-12			
022521-002004	<i>Japan</i>	V8 (Stylized)	10	<i>Registered</i>	A0030665	03-Jul-12	1132501	21-Mar-13	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

BOS 47916116v3

38485210v1