

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5258552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BARONOVA, INC.	11/13/2018

RECEIVING PARTY DATA

Name:	PACIFIC WESTERN BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	10070981
Patent Number:	9931122
Patent Number:	9924948
Patent Number:	9782348
Patent Number:	9700450
Patent Number:	9687243
Patent Number:	9642735
Patent Number:	9510834
Patent Number:	9504591
Patent Number:	9498366
Patent Number:	9421246
Patent Number:	8888797
Patent Number:	8821584
Patent Number:	8821521
Patent Number:	8795301
Patent Number:	8691271
Patent Number:	8663338
Patent Number:	8657885
Patent Number:	8579988

PATENT

Property Type	Number
Patent Number:	8070824
Patent Number:	8048169
Patent Number:	7347868
Application Number:	15590865
Application Number:	15356188
Application Number:	15878319

CORRESPONDENCE DATA

Fax Number: (919)354-1278

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: 919-314-3086

Email: diligencereview@square1bank.com

Correspondent Name: PACIFIC WESTERN BANK

Address Line 1: 406 BLACKWELL STREET

Address Line 2: SUITE 240

Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER: NICHOLAS NANCE

SIGNATURE: /NicholasNance- TKF/

DATE SIGNED: 11/29/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 13, 2018 by and between PACIFIC WESTERN BANK ("**Bank**") and BARONOVA, 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 April 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not otherwise defined herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

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.

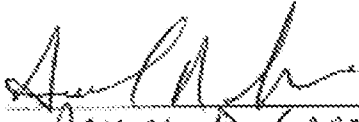
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

BARONOVA, INC.

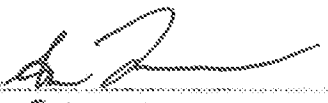
By 
Name DANIEL R. SACCANI
Title PRESIDENT

Address of Grantor:

1551 Industrial Road,
San Carlos, CA 94070

Bank:

PACIFIC WESTERN BANK

By 
Name SEAN NOONAN
Title VICE PRESIDENT

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

(Signature Page—Intellectual Property Security Agreement)

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B

PATENTS

DESCRIPTION	PATENT OR APPLICATION NUMBER	APPLICATION OR FILING DATE
Locking gastric obstruction device and method of use	10,070,981	09/11/18
	14/849,450	09/09/15
Gastric retaining devices and methods	9,931,122	04/03/18
	14/618,868	02/10/15
Gastric retaining devices and methods	9,924,948	03/27/18
	12/434,594	05/01/09
Ingestible formulations for transient, noninvasive reduction of gastric volume	9,782,348	10/10/17
	15/213,285	07/18/16
Devices and methods for gastrointestinal stimulation	9,700,450	07/11/17
	11/702,840	02/05/07
Gastric retaining devices and methods	9,687,243	06/27/17
	12/351,644	01/09/09
Pyloric valve coking device	9,642,735	05/09/17
	11/602,620	11/20/06
Gastric retaining devices and methods	9,510,834	12/06/16
	12/351,665	01/09/09
Device for intermittently obstructing a gastric opening and method of use	9,504,591	11/29/16
	14/495,371	09/24/14

DESCRIPTION	PATENT OR APPLICATION NUMBER	APPLICATION OR FILING DATE
Devices and methods for pyloric anchoring	9,498,366	11/22/16
	10/915,716	08/09/04
Ingestible formulations for transient, noninvasive reduction of gastric volume	9,421,246	08/23/16
	14/178,568	02/12/14
Device for intermittently obstructing a gastric opening and method of use	8,888,797	11/18/14
	12/205,403	09/05/08
Device for intermittently obstructing a gastric opening and method of use	8,821,584	09/02/14
	12/352,508	01/12/09
Gastro-intestinal device and method for treating addiction	8,821,521	09/02/14
	11/702,888	02/05/07
Device for intermittently obstructing a gastric opening and method of use	8,795,301	08/05/14
	12/352,497	01/12/09
Ingestible formulations for transient, noninvasive reduction of gastric volume	8,691,271	04/08/14
	12/148,702	01/25/08
Pyloric valve obstructing devices and methods	8,663,338	03/04/14
	12/351,686	01/09/09
Pyloric valve obstructing devices and methods	8,657,885	02/25/14
	12/351,705	01/09/09
Medical device delivery catheter	8,579,988	11/12/13
	13/309,434	12/01/11

DESCRIPTION	PATENT OR APPLICATION NUMBER	APPLICATION OR FILING DATE
Medical device delivery catheter	8,070,824	12/06/11
	12/049,217	03/14/08
Pyloric valve obstructing devices and methods	8,048,169	11/01/11
	10/833,950	04/27/04
Medical device delivery catheter	7,347,868	03/25/08
	10/974,482	10/26/04
Devices And Methods For Gastrointestinal Stimulation	20170246018	08/31/17
	15/590,865	05/09/17
Device For Intermittently Obstructing A Gastric Opening	20170065446	03/09/17
	15/356,188	11/18/16
Gastric Obstruction Device Deployment Assembly and Methods of Delivering and Developing a Gastric Obstruction Device	20180221186	08/09/18
	15/878,319	01/23/18

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION AND/OR SERIALNUMBER	REGISTRATION/ FILING DATE
ENDOBEESITY	77851662	10/19/09
	3986445	06/28/11
TPS	77851698	10/19/09
	3986446	06/28/11
TRANSPYLORIC SHUTTLE	77851679	10/19/09
	4029329	09/20/11
BARONOVA	77851649	10/19/09
	3986444	06/28/11