

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5265950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CONFLUENT MEDICAL TECHNOLOGIES, INC.	12/03/2018

RECEIVING PARTY DATA

Name:	REGIONS BANK AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	150 4TH AVE. N.
Internal Address:	ONE NASHVILLE PLACE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37219

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	9833600
Patent Number:	8568648
Patent Number:	7942847
Patent Number:	7578165
Patent Number:	8257074
Patent Number:	6464632
Patent Number:	9629675
Patent Number:	9649211
Patent Number:	10092427
Patent Number:	9283065
Patent Number:	8398672
Patent Number:	8409239
Patent Number:	7056286
Application Number:	14924278
Application Number:	14795804
Application Number:	15701839
Application Number:	15272340
Application Number:	15216581
Application Number:	16123918

PATENT

Property Type	Number
Application Number:	15595831
PCT Number:	US2017057888

CORRESPONDENCE DATA

Fax Number: (615)248-2954
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: 615-742-7944
Email: trademarks@bassberry.com
Correspondent Name: MARTHA B. ALLARD
Address Line 1: 150 3RD AVE. S.
Address Line 2: SUITE 2800
Address Line 4: NASHVILLE, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	108000-297
NAME OF SUBMITTER:	MARTHA B. ALLARD
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	12/04/2018

Total Attachments: 11
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 3, 2018 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by the undersigned (the “Grantors”) in favor of Regions Bank (“Regions Bank”), as administrative agent for itself and the Lenders (in such capacity, the “Administrative Agent”) under the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith by and among CONFLUENT MEDICAL TECHNOLOGIES, INC., a Delaware corporation (“Borrower”), REGIONS BANK, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and pursuant to that certain Second Amended and Restated Guarantee and Collateral Agreement of even date herewith by and among Borrower, certain Subsidiaries of Borrower and Administrative Agent for the Lenders from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); capitalized terms not otherwise defined herein and not otherwise noted parenthetically as being defined in other agreements shall have the meanings set forth in the Credit Agreement, the Lenders have agreed to make certain extensions of credit to the Borrower under the Credit Agreement, all as more specifically described therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors execute and deliver this Intellectual Property Security Agreement to the Administrative Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office; and

WHEREAS, the Grantors desire to execute this Intellectual Property Security Agreement to satisfy the condition described in the preceding paragraph.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantors’ right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors' Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent to use" trademark application for which a statement of use has not yet been filed (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office or the equivalent thereof in any jurisdiction)), including, without limitation, each trademark registration and application for trademark registration identified in Schedule 1, (2) the right to obtain all renewals thereof, (3) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (4) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (5) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (1) all letters patent, all reissues and extensions thereof, including, without limitation, any of the foregoing identified in Schedule 2, (2) all applications for letters patent and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing identified in Schedule 2, (3) all rights to obtain any reissues or extensions of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, and (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof) (collectively, the "Patents");

(c) (1) all copyrights, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all copyright registrations, and applications for copyright registrations identified in Schedule 3, (2) the right to obtain all renewals thereof, (3) the rights to print, publish and distribute any of the foregoing, (4) the right to sue or otherwise recover for any and all past, present and future infringements or misappropriations thereof, (5) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (6) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the "Copyrights");

(d) (1) all Patent Licenses, Trademark Licenses, and Copyright Licenses, as defined in the Guarantee and Collateral Agreement (except to the extent any such Patent License, Trademark License or Copyright License constitutes Excluded Intellectual Property, as defined in the Guarantee and Collateral Agreement) (2) the right to sue or otherwise recover for any and

all past, present and future infringements or misappropriations of any of the foregoing, (3) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (4) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. RECORDATION. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. GOVERNING LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401, EXCEPT TO THE EXTENT THAT THE LAWS OF A PARTICULAR JURISDICTION OTHER THAN THE STATE OF NEW YORK GOVERN THE PERFECTION, PRIORITY OR ENFORCEMENT OF LIENS ON AND SECURITY INTERESTS IN THE COLLATERAL.

SECTION 5. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Guarantee and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. AMENDMENT AND RESTATEMENT. This Intellectual Property Security Agreement amends and restates (i) that certain Intellectual Property Security Agreement dated August 3, 2015, among Borrower, certain Subsidiaries of Borrower and the Administrative Agent and (ii) that certain Intellectual Property Security Agreement dated August 8, 2016, among Borrower, certain Subsidiaries of Borrower and the Administrative Agent, as amended by that certain First Amendment to Intellectual Property Security Agreement dated December 29, 2016.

IN WITNESS WHEREOF, the undersigned Grantors have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CONFLUENT MEDICAL TECHNOLOGIES,
INC.

By: 
Name: Mark Lemma
Title: Chief Financial Officer

CORPUS ACQUISITION, LLC

By: 
Name: Mark Lemma
Title: Chief Financial Officer

CORPUS HOLDING COMPANY, LLC

By: 
Name: Mark Lemma
Title: Chief Financial Officer

CORPUS MEDICAL, LLC

By: 
Name: Mark Lemma
Title: Chief Financial Officer

Schedule 1 to Intellectual Property Security Agreement
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Title	Jurisdiction	Registration Number	Registration Date	Status
Confluent Medical Technologies, Inc.	NDC AND DESIGN	United States of America	4357887	Jun 25, 2013	Registered
Confluent Medical Technologies, Inc.	NDC AND DESIGN	International Bureau (WIPO)	1168280	Apr 29, 2013	Registered
Confluent Medical Technologies, Inc.	NDC	United States of America	4357890	Jun 25, 2013	Registered
Confluent Medical Technologies, Inc.	NDC	International Bureau (WIPO)	1168119	Apr 29, 2013	Registered
Confluent Medical Technologies, Inc.	BIOFELT	United States of America	3299029	Sep 25, 2007	Registered
Confluent Medical Technologies, Inc.	MODIFIED POLYMER COMPONENTS, INC.	United States of America	2227575	Mar 2, 1999	Registered
Confluent Medical Technologies, Inc.	MODIFIED POLYMER COMPONENTS, INC.	United States of America	2301754	Dec 21, 1999	Registered
Confluent Medical Technologies, Inc.	MODIFIED POLYMER COMPONENTS	United States of America	2690053	Feb 25, 2003	Registered
Confluent Medical Technologies, Inc.	MPC & DESIGN	United States of America	2225320	Feb 23, 1999	Registered
Confluent Medical Technologies, Inc.	MPC & DESIGN	United States of America	2225321	Feb 23, 1999	Registered
Confluent Medical Technologies, Inc.	MPC & DESIGN	United States of America	2272159	Aug 24, 1999	Registered
Confluent Medical Technologies, Inc.	ENDOLINER	United States of America	2192306	Sep 29, 1998	Registered

Schedule 2 to Intellectual Property Security Agreement

REGISTERED PATENTS AND PATENT APPLICATIONS

Loan Party	Title	Jurisdiction	Application Number	Date Filed	Patent Number	Grant Date	Status
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	United States of America	10/705,226	Nov 12, 2003	7,056,286	Jun 6, 2006	Issued
Nitinol Devices and Components, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	United States of America	12/625,941	Nov 25, 2009	8,409,239	Apr 2, 2013	Issued
Nitinol Devices and Components, Inc.	METHOD FOR ANCHORING A MEDICAL DEVICE	United States of America	12/780,757	May 14, 2010	8,398,672	Mar 19, 2013	Issued
Nitinol Devices and Components, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	United States of America	13/854,855	Apr 1, 2013	9,283,065	Mar 15, 2016	Issued
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	Canada	2526920	Nov 12, 2004	2,526,920	Feb 17, 2009	Issued
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	Germany	04810795.7	Nov 12, 2004	602004043765.4	Nov 6, 2013	Issued
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	France	04810795.7	Nov 12, 2004	1706168	Nov 6, 2013	Issued
Confluent	MEDICAL DEVICE ANCHOR	United	04810795.7	Nov	1706168	Nov 6,	Issued

Medical Technologies, Inc.	AND DELIVERY SYSTEM	Kingdom			12, 2004		2013	
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	Italy	04810795.7		Nov 12, 2004	1706168	Nov 6, 2013	Issued
Confluent Medical Technologies, Inc.	MEDICAL DEVICE ANCHOR AND DELIVERY SYSTEM	Japan	2006-539882		Nov 12, 2004	5007124	Jun 1, 2012	Issued
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	United States of America	12/939,894		Nov 4, 2010	10,092,427	Oct 9, 2018	Issued
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	United States of America	15/595,831		May 15, 2017	-	-	Published
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	United States of America	16/123,918		Sep 6, 2018	-	-	Pending
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	United States of America	13/100,132		May 3, 2011	9,649,211	May 16, 2017	Issued
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	Germany	11831061.4		May 3, 2011	60 2011 038 995.5	Jun 21, 2017	Issued
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	European Patent Office	10829095.8		Nov 4, 2010	-	-	Published
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	France	11831061.4		May	2624791	Jun 21, 2017	Issued

Medical Technologies, Inc.	CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF				3, 2011		2017	
Confluent Medical Technologies, Inc.	ALTERNATING CIRCUMFERENTIAL BRIDGE STENT DESIGN AND METHODS FOR USE THEREOF	United Kingdom	11831061.4		May 3, 2011	2624791	Jun 21, 2017	Issued
Confluent Medical Technologies, Inc.	TISSUE TREATMENT DEVICE AND RELATED METHODS	United States of America	13/656,601		Oct 19, 2012	9,629,675	Apr 25, 2017	Issued
Confluent Medical Technologies, Inc.	GRAFT DIMPLING TO IMPROVE CRIMP PROFILE AND REDUCE DELIVERY FORCES	United States of America	15/216,581		Jul 21, 2016	-	-	Published
Confluent Medical Technologies, Inc.	GRAFT DIMPLING TO IMPROVE CRIMP PROFILE AND REDUCE DELIVERY FORCES	European Patent Office	16828563.3		Jul 21, 2016	-	-	Pending
Confluent Medical Technologies, Inc.	SUPERELASTIC DEVICES MADE FROM NITINOL ALLOYS USING POWDER METALLURGICAL TECHNIQUES	United States of America	15/272,340		Sep 21, 2016	-	-	Published
Confluent Medical Technologies, Inc.	SUPERELASTIC DEVICES MADE FROM NITINOL ALLOYS USING POWDER METALLURGICAL TECHNIQUES	European Patent Office	16849542.2		Sep 21, 2016	-	-	Published
Confluent Medical Technologies, Inc.	MATERIALS HAVING SUPERELASTIC PROPERTIES INCLUDING RELATED METHODS OF FABRICATION AND DESIGN FOR MEDICAL DEVICES	PCT	PCT/US2017/057888		Oct 23, 2017	-	-	Published
Confluent Medical Technologies, Inc.	FLEXIBLE INNER LINER FOR THE WORKING CHANNEL OF AN ENDOSCOPE	United States of America	09/503,058		Feb 12, 2000	6,464,632	Oct 15, 2002	Issued

Confluent Medical Technologies, Inc.	BALLOON CATHETER FOLDING AND WRAPPING DEVICES AND METHODS	USA	12/843,338	07-26-2010	8,257,074	09-04-2012	Issued
Confluent Medical Technologies, Inc.	MEASUREMENT APPARATUS AND METHODS FOR BALLOON CATHETERS	USA	11/303,545	12-16-2005	7,578,165	08-25-2009	Issued
Confluent Medical Technologies, Inc.	MULTI-LAYER BALLOONS FOR MEDICAL APPLICATIONS AND METHODS FOR MANUFACTURING THE SAME	USA	11/611,748	12-15-2006	7,942,847	05-17-2011	Issued
Confluent Medical Technologies, Inc.	METHODS FOR MANUFACTURING MULTI-LAYER BALLOONS FOR MEDICAL APPLICATIONS	USA	13/108,868	05-16-2011	8,568,648	10-29-2013	Issued
Confluent Medical Technologies, Inc.	METHODS FOR MANUFACTURING MULTI-LAYER BALLOONS FOR MEDICAL APPLICATIONS	USA	14/065,243	10-28-2013	9,833,600	12-05-2017	Issued
Confluent Medical Technologies, Inc.	METHODS FOR MANUFACTURING MULTI-LAYER BALLOONS FOR MEDICAL APPLICATIONS	USA	15/701,839	09-12-2017	-	-	Pending
Confluent Medical Technologies, Inc.	MULTI-LAYER BALLOONS FOR MEDICAL APPLICATIONS AND METHODS FOR MANUFACTURING THE SAME	Europe	06845731.6	12-15-2006	-	-	Allowed
Confluent Medical Technologies, Inc.	NESTED BALLOONS FOR MEDICAL APPLICATIONS AND METHODS FOR MANUFACTURING THE SAME	USA	14/795,804	07-09-2015	-	-	Pending
Confluent Medical Technologies, Inc.	METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING	USA	14/924,278	10-27-2015	-	-	Pending

Inc.	PRESSURIZED CONSTRAINED ANNEALING							
Confluent Medical Technologies, Inc.	METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING PRESSURIZED CONSTRAINED ANNEALING	Canada	2968508	10-27-2015	-	-	Pending	
Confluent Medical Technologies, Inc.	METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING PRESSURIZED CONSTRAINED ANNEALING	Europe	15854288.6	10-27-2015	-	-	Pending	
Confluent Medical Technologies, Inc.	METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING PRESSURIZED CONSTRAINED ANNEALING	Japan	2017-522970	10-27-2015	-	-	Pending	
Confluent Medical Technologies, Inc.	METHODS OF MANUFACTURING NESTED BALLOONS UTILIZING PRESSURIZED CONSTRAINED ANNEALING	Mexico	MX/a/2017/005408	10-27-2015	-	-	Pending	

Schedule 3 to Intellectual Property Security Agreement

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

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