

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5358962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ENDOSHAPE, INC.	01/28/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLACK BEAR LAND CO., LLC
<b>Street Address:</b>	875 THIRD AVENUE, 9TH FLOOR
<b>Internal Address:</b>	C/O ADAM J. GREENE, ESQ. - ROBINSON BROG LEINWAND GREENE GENOVESE & GLUCK PC
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9062141
Patent Number:	9339275
Patent Number:	9789231
Application Number:	14776875
Application Number:	13262546
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	212-551-2619
<b>Email:</b>	abochner@wiggins.com
<b>Correspondent Name:</b>	ANDREW D BOCHNER
<b>Address Line 1:</b>	437 MADISON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>NAME OF SUBMITTER:</b>	ANDREW D. BOCHNER
<b>SIGNATURE:</b>	/Andrew D Bochner/
<b>DATE SIGNED:</b>	02/04/2019
<b>Total Attachments: 8</b>	
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT is dated as of January 28, 2019, between ENDOSHAPE, INC., a Delaware corporation ("**Assignor**") and Black Bear Land Co., LLC, as Administrative Agent, a Delaware limited liability company, as Administrative Agent for itself and for certain other Lenders (as defined in the Loan Agreement referred to below) (together with its successors and assigns, "**Administrative Agent**").

WHEREAS, the Assignor is the owner of the patents and patent applications (collectively the "**Patents**") listed on Schedule A hereto; and

WHEREAS, the Assignor, Administrative Agent and certain other Lenders are party to that certain Loan Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "**Loan Agreement**");

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Administrative Agent this Patent Agreement (as defined below);

WHEREAS, the Assignor has granted to the Secured Parties (as defined below) a security interest in all of the Assignor's personal property and fixture assets, including without limitation the Patents, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Loan Agreement and other Loan Documents and conditional upon receipt of the OCS Approval;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement:

a. **Code.** Means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles or Divisions of the code, the definition of such term contained in Article or Division 9 shall govern; provided further that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Lenders' Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definition related to such provisions.

b. **Obligations.** Means (i) all loans, advances, debts, liabilities and obligations, for the performance of covenants, tasks, or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable), owing by Assignor to Administrative Agent and/or any Lender, and (ii) all covenants and duties regarding such amounts, of any kind or nature, present or future, whether or not evidenced by any note, agreement or other instrument, in each case arising under the any of the Loan Documents. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against Assignor in bankruptcy, whether or not allowed in such case or proceeding), fees, taxes, expenses, attorneys' fees, and any other sum chargeable to Assignor under the Loan Documents.

c. **Proceeds.** Any consideration received from the Disposition of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature, of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

d. **PTO.** The United States Patent and Trademark Office.

e. **Patent Agreement.** This Patent Security Agreement, as amended and in effect from time to time.

f. **Patent Collateral.** All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Patent Agreement, "Patent Collateral" shall not include, and Assignor shall not be deemed to have granted a security interest in the following: any General Intangibles or any other rights or interests in any license, lease, contract, agreement or other document to which Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such General Intangible, license, lease, contract, agreement or other document, (A) result in a breach of the terms of, (B) constitute a default under or with respect to, or (C) result in the termination of such General Intangible, license, lease, contract, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any of the foregoing restrictions or consequences provided in clauses (A) through (C) above, the Patent Collateral shall include, and the Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction or consequence in clauses (A) through (C) above, Patent Collateral shall, to the extent such restriction or consequence, does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

g. **Patent License Rights.** Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of the Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

h. **Patent Rights.** Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign Patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

i. **Patents.** All Patents and Patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under the Code, including but not limited to:

- i. the Patents listed on Schedule A hereto and all rights, including license rights, to the Patents set forth on Schedule A (as the same may be amended pursuant hereto from time to time);
- ii. all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; and
- iii. the right (but not the obligation) to make and prosecute applications for such Patents.

j. **Secured Parties.** Collectively, the Lenders and the Administrative Agent.

k. **Security Agreement.** That certain Security Agreement executed by the Assignor for the benefit of the Secured Parties dated as of the date hereof.

1. **Termination Date.** Means the date on which (a) the Loan has been repaid in full, and (b) all other Obligations under the Loan Documents have been discharged.

2. **Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor on behalf of itself hereby grants and collaterally assigns to

the Secured Parties, A CONTINUING SECURITY INTEREST ON ALL OF THE PATENT COLLATERAL. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE PATENTS.

3. **Acknowledgement of Security Agreement.** This Patent Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Each of the Secured Parties and the Administrative Agent does hereby acknowledge and agree that this Patent Agreement and any and all of their rights thereof are subject to all the provisions of the Encouragement of Industrial Research, Development and Technological Innovation Law 5744-1984. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Agreement and the terms of the Security Agreement the terms of the Security Agreement shall govern.

4. **Termination.** On the Termination Date, this Patent Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and re-convey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan Agreement.

[Signatures On Next Page]

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT  
BETWEEN BLACK BEAR LAND CO., LLC and ENDOSHAPE, INC.

IN WITNESS WHEREOF, this Patent Security Agreement has been executed as of  
the day and year first written above

ENDOSHAPE, INC.,  
a Delaware corporation

By: Lee Geist

Name: Lee Geist

Title: President

“Administrative Agent”

Black Bear Land Co., LLC,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT  
BETWEEN BLACK BEAR LAND CO., LLC and ENDOSHAPE, INC.

IN WITNESS WHEREOF, this Patent Security Agreement has been executed as of  
the day and year first written above

ENDOSHAPE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Administrative Agent”

Black Bear Land Co., LLC,

By: Jeffrey Bershad

Name: Jeffrey Bershad

Title: Co-General Manager of Sole Member



Schedule A

**Owned Intellectual Property**  
**Schedule of Patents**

<u>State</u>	<u>Patent Identification</u>	<u>Title</u>	<u>Coverage</u>	<u>Where issued</u>
<u>Issued</u>	<u>9,062,141</u> <u>5954669</u> <u>2011285554</u>	<u>Radiopaque Shape Memory Polymers for Medical Devices</u>	<u>Polymer Composition</u>	<u>US</u> <u>JP</u> <u>AU</u>
<u>Issued</u>	<u>9,339,275</u> <u>2013211873</u>	<u>Systems, Devices, and Methods for Delivering a Lumen Occlusion Device using Distal and Proximal Control</u>	<u>Detach means, distal and proximal control</u>	<u>US</u> <u>Au</u>
<u>Issued</u>	<u>US, 9,789,231</u>	<u>Radiopaque Polymers for Medical Devices</u>	<u>Polymer Composition</u>	<u>US</u> <u>AU</u>
<u>Issued</u>	<u>2,785,621</u>	<u>Vascular Occlusion Device</u>	<u>Device</u>	<u>CA, E</u>
<u>Issued</u>	<u>2013209672</u> <u>20113800147372</u>	<u>Occlusion Device for a Vascular or Biological Lumen</u>	<u>Device</u>	<u>AU</u> <u>CN</u>
<u>Issued</u>	<u>5727510</u> <u>2,784,233</u> <u>2010339980</u>	<u>Multi Fibered Device</u>	<u>Device</u>	<u>JP</u> <u>CA</u> <u>AU</u>
<u>Issued</u>	<u>2512352</u>	<u>Multi Fiber Shape Memory Device</u>	<u>Device</u>	<u>E</u>
<u>Issued</u>	<u>2014800144896</u>	<u>Continuous Embolic Coil &amp; Methods &amp; Devices for Delivery</u>	<u>Device</u>	<u>CN</u>
<u>Pending</u>	<u>US2016/0024239</u>	<u>Polymer Compositions with Enhanced Radiopacity</u>	<u>Polymer Composition</u>	<u>US, EU, JP,</u> <u>AU</u>
<u>Pending</u>	<u>US</u> <u>2012/0046687</u>	<u>Vascular Occlusion Device</u>	<u>Device</u>	<u>US, CN</u>
<u>Pending</u>	<u>US</u> <u>2014/0085518</u>	<u>Multifiber Polymer Device</u>	<u>Device</u>	<u>US, JP, CN,</u> <u>AU</u>

<u>State</u>	<u>Patent Identification</u>	<u>Title</u>	<u>Coverage</u>	<u>Where issued</u>
<u>Pending</u>	<u>US 2013 /021987</u>	<u>Occlusion device for a vascular or biological lumen</u>	<u>Device</u>	<u>US, EU, AU, CN</u>