

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5667046

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VOYAGE MEDICAL, INC.	09/21/2012
RECEIVING PARTY DATA		
Name:	TRIPLEPOINT CAPITAL LLC	
Street Address:	2755 SAND HILL ROAD	
Internal Address:	SUITE150	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16459504
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	IPDOCKETING@HAYNESBOONE.COM	
Correspondent Name:	HAYNES AND BOONE, LLP	
Address Line 1:	2323 VICTORY AVENUE, SUITE 700	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	VYMD00103C2/US	
NAME OF SUBMITTER:	HENRY L. WELCH	
SIGNATURE:	/Henry L. Welch/	
DATE SIGNED:	08/13/2019	
Total Attachments: 10		
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of September 21, 2012 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and VOYAGE MEDICAL, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is VOYAGE MEDICAL, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and VOYAGE MEDICAL, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of September 21, 2012 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: VOYAGE MEDICAL, INC.

Signature:

Print Name: Allan Zingeler

Title: President & CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A**To Plain English Intellectual Property Security Agreement
Between Voyage Medical, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)****PATENTS AND PATENT APPLICATIONS****PATENTS**

Patent Name	Status and Date Issued	Patent Number
APPARATUS AND METHODS FOR CORONARY SINUS ACCESS	ISSUED - 12/27/2005	6,979,290
VARIABLE STEERABLE CATHETERS	ISSUED - 4 /15/2009	EP 1727459
VARIABLE STEERABLE CATHETERS	ISSUED - 4 /15/2009	FR 1727459
TISSUE CLOSURE SYSTEM	ISSUED - 4 /19/2011	7,930,016
TISSUE VISUALIZATION AND MANIPULATION SYSTEM	ISSUED - 6 /24/2011	JP 4769256
TISSUE VISUALIZATION AND MANIPULATION SYSTEM	ISSUED - 12/28/2010	7,860,555
TISSUE VISUALIZATION AND MANIPULATION SYSTEMS	ISSUED - 9 /22/2011	JP 4828633
TISSUE VISUALIZATION AND MANIPULATION SYSTEMS	ISSUED - 4 /5 /2011	7,918,787
TISSUE VISUALIZATION DEVICE AND METHOD VARIATIONS	ISSUED - 11/1 /2011	8,050,746
DELIVERY OF BIOLOGICAL COMPOUNDS TO ISCHEMIC AND/OR INFARCTED TISSUE	ISSUED - 3 /20/2012	8,137,333
TISSUE VISUALIZATION DEVICE AND METHOD VARIATIONS	ISSUED - 7 /17/2012	8,221,310
TISSUE IMAGING AND EXTRACTION SYSTEMS	ISSUED - 12/28/2010	7,860,556

STABILIZATION OF VISUALIZATION CATHETERS	ISSUED - 3 /6 /2012	8,131,350
FLOW REDUCTION HOOD SYSTEMS	ISSUED - 12/13/2011	8,078,266
VISUALIZATION AND ABLATION SYSTEM VARIATIONS	ISSUED - 8 /7 /2012	8,235,985

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
APPARATUS AND METHODS FOR CORONARY SINUS ACCESS	PUBLISHED - 4 /20/2006	11/379,562
APPARATUS AND METHODS FOR PLACING LEADS USING DIRECT VISUALIZATION	PUBLISHED - 8 /16/2006	11/465,123
APPARATUS AND METHODS FOR CORONARY SINUS ACCESS	PUBLISHED - 10/18/2010	12/906,965
COMPLEX SHAPED STEERABLE CATHETERS AND METHODS FOR MAKING AND USING THEM	PUBLISHED - 5 /6 /2006	11/382,026
VISUALIZATION AND TREATMENT VIA PERCUTANEOUS METHODS AND DEVICES	PUBLISHED - 6 /7 /2007	11/810,850
TISSUE VISUALIZATION AND MANIPULATION SYSTEM	PUBLISHED - 1 /30/2006	EP 06734083.6
TISSUE VISUALIZATION AND MANIPULATION SYSTEM	PUBLISHED - 11/16/2010	12/947,198
TISSUE VISUALIZATION AND MANIPULATION SYSTEMS	PUBLISHED - 9 /11/2009	12/558,423
VISUALIZATION APPARATUS AND METHODS FOR TRANSSEPTAL ACCESS	PUBLISHED - 6 /14/2007	EP 07812146.4
VISUALIZATION APPARATUS FOR TRANSSEPTAL ACCESS	PUBLISHED - 6 /14/2007	11/763,399
METHODS AND APPARATUS FOR TREATMENT OF ATRIAL FIBRILLATION	PUBLISHED - 7 /10/2007	11/775,819

TISSUE VISUALIZATION DEVICE AND METHOD VARIATIONS	PUBLISHED - 9 /13/2011	13/231,774
PRECISION CONTROL SYSTEMS FOR TISSUE VISUALIZATION AND MANIPULATION ASSEMBLIES	PUBLISHED - 5 /12/2009	12/464,800
CORONARY SINUS CANNULATION	PUBLISHED - 8 /30/2007	11/848,207
METHODS FOR PREVENTING TISSUE MIGRATION	PUBLISHED - 10/23/2007	11/877,386
TISSUE IMAGING AND EXTRACTION SYSTEMS	PUBLISHED - 11/16/2010	12/947,246
SYSTEMS AND METHODS FOR UNOBSTRUCTED VISUALIZATION AND ABLATION	PUBLISHED - 12/18/2007	11/959,158
OFF-AXIS VISUALIZATION SYSTEMS	PUBLISHED - 12/20/2007	11/961,995
FLOW REDUCTION HOOD SYSTEMS	PUBLISHED - 8 /24/2011	13/216,683
TRANSMURAL SUBSURFACE INTERROGATION AND ABLATION	PUBLISHED - 7 /10/2007	11/775,837
COMPLEX SHAPE STEERABLE TISSUE VISUALIZATION AND MANIPULATION CATHETER	PUBLISHED - 4 /24/2008	12/108,812
COMPLEX SHAPE STEERABLE TISSUE VISUALIZATION AND MANIPULATION CATHETER	PUBLISHED - 5 /8 /2008	12/117,655
VISUAL ELECTRODE ABLATION SYSTEMS	PUBLISHED - 5 /9 /2008	EP 08755266.7
VISUAL ELECTRODE ABLATION SYSTEMS	PUBLISHED - 5 /9 /2008	12/118,439
VISUAL ELECTRODE ABLATION SYSTEMS	PUBLISHED - 5 /14/2009	12/465,903
LEFT ATRIAL APPENDAGE CLOSURE	PUBLISHED - 7 /25/2007	11/828,281
TISSUE VISUALIZATION CATHETER WITH IMAGING SYSTEMS INTEGRATION	PUBLISHED - 7 /25/2008	12/180,376

ELECTROPHYSIOLOGY MAPPING AND VISUALIZATION SYSTEM	PUBLISHED - 8 /31/2007	EP 07841754.0
ELECTROPHYSIOLOGY MAPPING AND VISUALIZATION SYSTEM	PUBLISHED - 8 /31/2007	JP 2009-526940
ELECTROPHYSIOLOGY MAPPING AND VISUALIZATION SYSTEM	PUBLISHED - 8 /31/2007	11/848,532
DIRECT VISUALIZATION BIPOLAR ABLATION SYSTEMS	PUBLISHED - 8 /29/2008	12/201,811
TISSUE VISUALIZATION AND ABLATION SYSTEMS	PUBLISHED - 11/10/2008	12/268,381
COMBINATION IMAGING AND TREATMENT ASSEMBLIES	PUBLISHED - 11/25/2008	12/323,281
AXIAL VISUALIZATION SYSTEMS	PUBLISHED - 12/20/2007	11/962,029
STENT DELIVERY UNDER DIRECT VISUALIZATION	PUBLISHED - 2 /6 /2009	12/367,019
APPARATUS AND METHODS FOR RAPID TISSUE CROSSING	PUBLISHED - 6 /11/2009	12/483,119
CATHETER CONTROL SYSTEMS	PUBLISHED - 7 /7 /2009	12/499,011
METHODS AND APPARATUS FOR EFFICIENT PURGING	PUBLISHED - 7 /8 /2009	12/499,681
ELECTRODE PLACEMENT AND CONNECTION SYSTEMS	PUBLISHED - 10/8 /2009	12/575,674
IMAGE PROCESSING SYSTEMS	PUBLISHED - 11/13/2009	12/618,306
IMAGING CATHETERS HAVING IRRIGATION	PUBLISHED - 2 /11/2010	12/703,997
METHODS AND DEVICES FOR TREATMENT OF THE OSTIUM	PUBLISHED - 4 /6 /2010	12/755,244
IN-VIVO VISUALIZATION SYSTEMS	PUBLISHED - 5 /12/2010	12/778,878

INTEGRAL ELECTRODE PLACEMENT AND CONNECTION SYSTEMS	PUBLISHED - 5 /12/2010	12/778,907
CATHETER ORIENTATION CONTROL SYSTEM MECHANISMS	PUBLISHED - 12/14/2010	12/967,288
IMAGE STABILIZATION TECHNIQUES AND METHODS	PUBLISHED - 2 /11/2011	13/025,981
APPARATUS AND METHODS FOR ABLATION EFFICACY	PUBLISHED - 4 /6 /2011	13/081,363
TISSUE CONTRAST IMAGING SYSTEMS	PUBLISHED - 10/21/2011	13/278,820
TISSUE CLOSURE SYSTEM	PENDING - 2 /16/2011	13/029,010
DELIVERY OF BIOLOGICAL COMPOUNDS TO ISCHEMIC AND/OR INFARCTED TISSUE	PENDING - 2 /3 /2012	13/365,914
TISSUE VISUALIZATION DEVICE AND METHOD VARIATIONS	PENDING - 6 /18/2012	13/526,254
VISUALIZATION AND ABLATION SYSTEM VARIATIONS	PENDING - 8 /6 /2012	13/567,939
ULTRASOUND GUIDANCE AND FEEDBACK FOR ABLATION UNDER DIRECT VISUALIZATION	PENDING - 5 /11/2012	61/645,860

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Voyage Medical, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
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TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
BLOOD RETRACTOR	03/21/2007	77/136,718	ABANDONED
IRIS DIRECT VISUALIZATION	03/21/2007	77/136,750	ABANDONED

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Voyage Medical, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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