

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5798575

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
VELICO MEDICAL, INC.		10/18/2019
RECEIVING PARTY DATA		
Name:	T.W. TRANSFUSION ASSOCIATES MANAGEMENT, LLC	
Street Address:	35 WARWICK ROAD	
Internal Address:	ATTN: MARK BARBERA	
City:	BRONXVILLE	
State/Country:	NEW YORK	
Postal Code:	10708	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Patent Number:	8697411	
Patent Number:	8533971	
Patent Number:	8407912	
Patent Number:	8595950	
Patent Number:	8434242	
Patent Number:	8601712	
Patent Number:	8533972	
Patent Number:	7951552	
Patent Number:	8883478	
Patent Number:	9034626	
Patent Number:	9609861	
Patent Number:	9788539	
Patent Number:	10271541	
Patent Number:	9561184	
Patent Number:	9545379	
Application Number:	16391115	
Application Number:	15603699	
Application Number:	13952541	
Application Number:	13953198	

PATENT

Property Type	Number
Application Number:	13953458
Application Number:	15703656
Application Number:	16126505
Application Number:	16293388
Application Number:	15383201
Application Number:	15481692
PCT Number:	US1158358
PCT Number:	US0642350
PCT Number:	US0628876
PCT Number:	US1363717

CORRESPONDENCE DATA

Fax Number: (781)622-5933

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: 781-622-5930

Email: patentadmin@morse.law

Correspondent Name: SEAN D. DETWEILER, ESQ.

Address Line 1: MORSE, BARNES-BROWN & PENDLETON, P.C.

Address Line 2: CITYPOINT, 480 TOTTEN POND ROAD, 4TH FLOOR

Address Line 4: WALTHAM, MASSACHUSETTS 02451

NAME OF SUBMITTER:	SEAN D. DETWEILER
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SIGNATURE:	/Sean D. Detweiler/
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DATE SIGNED:	10/31/2019
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 28, 2019, is made by VELICO MEDICAL, INC., a Delaware corporation ("Borrower"), in favor of T.W. Transfusion Associates Management, LLC, as agent for the Lenders under the 2013 Senior Secured Convertible Promissory Notes and related security agreements ("Agent").

Background Information

As a condition precedent to the making of the loans by the Lenders under the 2013 convertible promissory notes (the "Notes") between the Borrower and each Lender, Borrower has granted to Agent a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Notes.

Provisions

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

1. Grant of Security. Borrower hereby grants to Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower's Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the "IP Collateral"):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. **New Collateral.** If, before the obligations shall have been irrevocably paid in full and the Notes are terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof. Borrower hereby authorizes Agent to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Agent's request, Borrower shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Notes, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Notes shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Notes and the other documents executed in connection therewith, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

VELICO MEDICAL, INC.

By 

Name: Russell J. Barron

Title: Vice-President, Secretary and General Counsel

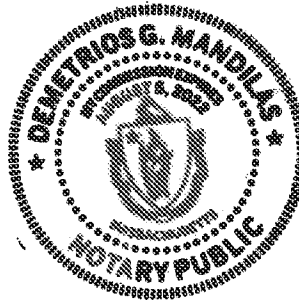
STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

On this 18th day of October, 2019, before me personally appeared Russell J. Barron who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Velico Medical, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.


Notary Public

Name: Demetrios G. Mandilas

My commission expires: 8/5/2022



SCHEDULES

Schedule 1 --

- A. Registered Patents: See Schedule 1 attached
- B. Patent Applications: See Schedule 1 attached
- C. Patent Licenses: None

Schedule 2 --

- A. Registered Trademarks: See Schedule 2 attached
- B. Trademark Applications: None
- C. Trademark Licenses: None

Schedule 3 --

- A. Registered Copyrights: None
- B. Copyright Applications: None
- C. Copyright Licenses: None

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Schedule 1

CaseNumber	Country	Title/Abstract	Status	Application/Serial/Num ber	Potential Regulator country	Filing Date	Date of Issuance	Expiration Date
0118-0047_012	US	SYSTEMS AND METHODS FOR SPRAY DRYING A LIQUID (YMA-2020US01) FOR REMOVING IMMUNODOMINANT ALPHA-GALACTOSE MONOSACCHARIDES FROM BLOOD GROUP B OR AB REACTIVE CELLS	Issued	13205588	8697411	8/8/2011	4/15/2014	10/3/2024
0118-0055_004_YMA20201	US	System and Method for Spray Drying a Liquid (YMA-2020US01)	Issued	13284320	8533972	10/28/2011	9/17/2013	10/28/2021
0118-0055_005_YMA2020PCT	PCT	System and Method for Spray Drying a Liquid	Pending	PCT/US2011/058358		10/28/2011		
0118-0055_006_YMA2020US02	US	SPRAY-DRIED HUMAN PLASMA	Issued	13415440	8407912	3/8/2012	4/2/2013	9/16/2036
0118-0055_007_YMA202	US	System and Method for Spray Drying a Liquid	Issued	13473982	8535950	5/17/2012	12/3/2013	10/28/2021
0118-0055_009_YMA2020US03	US	SPRAY-DRIED HUMAN PLASMA	Issued	13680283	8434247	11/29/2012	5/7/2013	9/16/2036
0118-0055_010_YMA2020IV2	US	System and Method for Spray Drying a Liquid	Issued	13660387	8601712	10/25/2012	12/10/2013	10/28/2021
0118-0055_011_YMA2020IV3	US	System and Method for Spray Drying a Liquid (YMA-2020IV3)	Issued	13660498	8533972	10/25/2012	9/17/2013	10/28/2021
0118-0055_022_EPO	EPO	System and Method for Spray Drying a Liquid	Pending	14154366		10/28/2011		
0118-0058_002	PCT	NOVEL A-GALACTOSIDASES	Pending	PCT/US06/42350		10/31/2006		
0118-0058_003	US	Methods of Preparing Tissues For Xenotransplantation Using Alpha-Galactosidases (SEQ ID NO: 6)	Issued	12091818	7951552	4/28/2008	5/31/2011	10/31/2026
0118-0058_004	US	Methods of Preparing Tissues For Xenotransplantation Using Alpha-Galactosidases (SEQ ID NO: 7)	Issued	12705070	8283478	2/19/2010	11/11/2014	10/21/2028
0118-0058_006_EPO	EPO	NOVEL A-GALACTOSIDASES	Issued	10165152.9	2250883	10/31/2011	5/9/2012	10/31/2026
0118-0058_009_AUSTRALIA	Australia	NOVEL A-GALACTOSIDASES	Issued	200630895.3	2.01E+09	10/31/2006	11/28/2013	10/31/2026
0118-0058_011_AUSTRALIA	Australia	NOVEL A-GALACTOSIDASES	Issued	2010202894	2.01E+09	10/31/2006	7/29/2013	10/31/2026
0118-0058_012_JAPAN	Japan	NOVEL A-GALACTOSIDASES	Issued	2008-538088	2008-	10/31/2006	10/25/2013	10/31/2026
0118-0058_013_JAPAN	Japan	NOVEL A-GALACTOSIDASES	Issued	2010-125715	538088	10/31/2006	10/25/2013	10/31/2026
0118-0058_016_EPO	EPO	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12166040.1	125715	4/27/2012	12/6/2017	10/31/2026
0118-0058_018_EPO	EPO	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	2502491	4/27/2012	5/10/2017	10/31/2026
0118-0058_019_GERMANY	Germany	NOVEL A-GALACTOSIDASES	Granted	10165152.9	EP225088	10/31/2011	5/9/2012	10/31/2026
0118-0058_020_SPAIN	Spain	NOVEL A-GALACTOSIDASES	Granted	10165152.9	EP225088	10/31/2011	5/9/2012	10/31/2026
0118-0058_021_FRANCE	France	NOVEL A-GALACTOSIDASES	Granted	10165152.9	EP225088	10/31/2011	5/9/2012	10/31/2026
0118-0058_022_ITALY	Italy	NOVEL A-GALACTOSIDASES	Granted	10165152.9	EP225088	10/31/2011	5/9/2012	10/31/2026
0118-0058_023_UNITED_KINGDOM	United Kingdom	NOVEL A-GALACTOSIDASES	Granted	10165152.9	EP225088	10/31/2011	5/9/2012	10/31/2026
0118-0058_031_US	US	Methods of Preparing Tissues For Xenotransplantation Using Alpha-Galactosidases (SEQ ID NO: 8)	Issued	14507010	9024626	10/6/2014	5/19/2015	10/31/2026
0118-0058_032_IT	Italy	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	5.02E+14	10/31/2006	5/10/2017	10/31/2026
0118-0058_033_ES	Spain	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	2502491	10/31/2006	5/10/2017	10/31/2026
0118-0058_034_FR	France	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	2502491	10/31/2006	5/10/2017	10/31/2026
0118-0058_035_G8	United Kingdom	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	2502491	10/31/2006	5/10/2017	10/31/2026
0118-0058_036_DE	Germany	NOVEL A-GALACTOSIDASES - SEQ ID NO: 8	Granted	12165987.4	2502491	10/31/2006	5/10/2017	10/31/2026
0118-0058_038_DE	Germany	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12166040.1	EP250249	4/27/2012	12/6/2017	12/6/2037
0118-0058_039_ES	Spain	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12166040.1	EP250249	4/27/2012	12/6/2017	12/6/2037
0118-0058_040_FR	France	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12166040.1	EP250249	4/27/2012	12/6/2017	12/6/2037

0118-0018_001_G8	United Kingdom	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12/16/2001					12/16/2001
0118-0058_002_FT	Italy	NOVEL A-GALACTOSIDASES SEQ ID NO: 6 and 7	Issued	12/16/2001	3				12/16/2001
0118-0099_016	US	Plaslet Storage and Reduced Bacterial Pre-colitiation in Plaslet Products Using A Solilase Inhibitor (BVM No.: BWM31665)	Pending	16391115	5, 03E+14	4/22/2019	12/16/2017	12/16/2001	
0118-0060_001	PCT	Blood processing device and associated systems and methods	Pending	PCT/US06/28276		7/26/2006			
0118-0090_004	US	Spray Drier Assembly For Automated Spray Drying	Pending	15601899		5/14/2017			
0118-0110_003	US	AUTOMATED SPRAY DRIER (VMA205)	Pending	13/952,541		7/26/2013			
0118-0111_001	US	SPRAY DRIER ASSEMBLY FOR AUTOMATED SPRAY DRYING (VMA207)	Pending	13/953,198		7/29/2013			
0118-0113_000	US	AUTOMATED SPRAY DRIER CONTROL SYSTEM (VMA206)	Pending	13953458		7/29/2013			
0118-0120_000	US	Plaslet Additive Solution Having A Beta-Galactosidase Inhibitor	Issued	14087669	9609861	10/7/2013	4/4/2017	5/17/2001	
0118-0120_001	PCT	Plaslet Additive Solution Having A Beta-Galactosidase Inhibitor	Pending	PCT/US01/3063717		10/7/2013			
0118-0120_006	US	Plaslet Protection Solution Having beta-Galactosidase and Solilase Inhibitors	Issued	150131204	9788539	2/2/2016	10/17/2017	5/17/2001	
0118-0120_008	US	Plaslet Additive Solution Having A Beta-Galactosidase Inhibitor (DANA/DG1)	Issued	15436715	10271541	2/17/2017	4/30/2019	5/17/2001	
0118-0120_009	US	Plaslet Protection Solution Having Beta-Galactosidase and Solilase Inhibitors	Pending	15703556		9/13/2017			
0118-0120_010	US	Plaslet Protection Solution Having A Beta-Galactosidase Inhibitor	Pending	16126505		5/16/2018			
0118-0120_011	US	Plaslet Additive Solution Having A Beta-Galactosidase Inhibitor (DANA/DG1)	Pending	161293868		3/5/2019			
0118-0127_013	US	Improved Spray Drier Assemblies and Methods For Automated Spray Drying	Issued	14670127	9561184	3/26/2015	2/7/2017	3/26/2005	
0118-0127_003	US	FORMULATIONS AND METHODS FOR CONTEMPORANEOUS STABILIZATION OF ACTIVE PROTEIN EMBUING SPRAY CRYING AND STORAGE	Issued	14685339	9545379	9/18/2015	1/17/2017	9/18/2005	
0118-0127_004	US	Formulations And Methods For Contemporaneous Stabilization Of Active Proteins During Spray Drying And Storage	Pending	15383701		12/18/2016			
0118-0137_001	US	Reconstitution Solution For Spray-Dried Plasma	Pending	15481692		4/7/2017			

Schedule 2

<i>CaseNumber</i>	<i>Country</i>	<i>Therapy</i>	<i>Status</i>	<i>Applicant</i>	<i>PatentOrRegistration</i>	<i>FilingDate</i>	<i>DateIssued</i>
		<i>ark</i>		<i>onSerial</i>	<i>onNumber</i>		<i>OrAbando</i>
				<i>Number</i>			<i>ned</i>
0118.0001_000	US	VELICO	Registered	77675462	3871097	2/22/2009	11/2/2010
0118.0001_001_E	EPO	VELICO	Registered	8494262	8494262	8/17/2009	3/30/2010
PO							
0118.0002_000	US	VELICO	Registered	77675468	3874171	2/22/2009	11/9/2010
		MEDICAL					
0118.0002_001_E	EPO	VELICO	Registered	8494296	8494296	8/17/2009	3/30/2010
PO		MEDICAL					
0118.0014_000	US	TRANSFO	Registered	76233263	2806997	3/30/2001	1/20/2004
		RMING					
		TRANSFU					
		SION					
		MEDICINE					
0118.0014_001CT	EPO	TRANSFO	Registered	3437225	3437225	10/31/2003	3/21/2005
M		RMING					
		TRANSFU					
		SION					
		MEDICINE					

Schedule 3

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