

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5871845

<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>
	TRANSVERSE MEDICAL INC.	11/04/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	LYNNE W. SHOTWELL REVOCABLE TRUST UNDER INSTRUMENT DATED MAY 16, 1984	
<b>Street Address:</b>	MICHAEL C. DONLON, 200 DELAWARE AVE	
<b>Internal Address:</b>	AVANT BLDG - SUITE 900	
<b>City:</b>	BUFFALO	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	14202	
<b>Name:</b>	ALFRED H. SHOTWELL III REVOCABLE TRUST UNDER INSTRUMENT DATED DECEMBER 16, 1994	
<b>Street Address:</b>	MICHAEL C. DONLON, 200 DELAWARE AVE	
<b>Internal Address:</b>	AVANT BLDG - SUITE 900	
<b>City:</b>	BUFFALO	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	14202	
<b>Name:</b>	DAVE BAGENSKI	
<b>Street Address:</b>	29939 ASPEN LANE	
<b>City:</b>	EVERGREEN	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80439	
<b>Name:</b>	JUAN C. SANDOVAL	
<b>Street Address:</b>	7338 KENDRICK WAY	
<b>City:</b>	ARVADA	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80007	
<b>Name:</b>	THE GOELZ FAMILY LIVING TRUST	
<b>Street Address:</b>	395 CHEROKEE STATION CIRCLE	
<b>City:</b>	WOODSTOCK	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30188	

PATENT

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	9888994
Application Number:	15895465
Patent Number:	9888995
Application Number:	15895703
Patent Number:	10064637
Application Number:	16121042
Application Number:	16095875
Application Number:	62902742
Application Number:	62902778

**CORRESPONDENCE DATA****Fax Number:**

*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:** 6516866633  
**Email:** colson@ip-firm.com  
**Correspondent Name:** CRAWFORD MAUNU PLLC  
**Address Line 1:** 1150 NORTHLAND DRIVE  
**Address Line 2:** SUITE 100  
**Address Line 4:** ST. PAUL, MINNESOTA 55120

<b>ATTORNEY DOCKET NUMBER:</b>	TRNS.001GEN-PATENTS
<b>NAME OF SUBMITTER:</b>	ERIC J. CURTIN
<b>SIGNATURE:</b>	/Eric J. Curtin/
<b>DATE SIGNED:</b>	12/17/2019

**Total Attachments: 15**

source=AmendedSecurityAgreement\_Patents\_6Dec2019#page1.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page2.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page3.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page4.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page5.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page6.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page7.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page8.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page9.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page10.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page11.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page12.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page13.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page14.tif  
source=AmendedSecurityAgreement\_Patents\_6Dec2019#page15.tif

## SECURITY AGREEMENT (with Schedule 1 Amended through 12/06/2019)

**THIS SECURITY AGREEMENT** (“**Agreement**”), made this 4<sup>th</sup> day of November, 2019 (the “**Effective Date**”), is made for the benefit of the Alfred H. Shotwell III Revocable Trust under instrument dated December 16, 1994 (the “AH Shotwell Trust”); the Lynne W. Shotwell Revocable Trust under instrument dated May 16, 1984 (the “LW Shotwell Trust”); and all other persons who join this agreement as a Lender whose names and addresses are listed on Schedule 1 as it may be amended from time to time and do so by executing the form of adoption agreement in the form attached hereto as Schedule 2 (an “Adoption Agreement”) (collectively “**Lenders**” and any one of which a “**Lender**”), by **TRANSVERSE MEDICAL INC.**, a Colorado corporation whose address and principal office is located at 433 Park Point Drive, Suite 225, Golden, CO 80401 (“**Grantor**”).

### RECITALS

**WHEREAS**, Grantor has made and delivered those certain Notes (defined below) to the order of and held by Lenders;

**WHEREAS**, Lenders whose names are listed on Schedule 1 as it may be amended from time to time have agreed and by this Agreement confirm and evidence their agreement that their rights and burdens of holding and enforcing their Notes, including, but not limited to enforcing their rights under this Agreement, shall be subject to and controlled by a simple majority in interest of the Lenders (as their interests appear in Schedule as amended from time to time) as determined by the terms and conditions of this Agreement; and

**WHEREAS**, Lenders have required that Grantor execute and deliver this Agreement to encumber the Collateral (defined below) in favor of Lenders as security for the Debt (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows, intending to be legally bound:

1. **Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

1.1 “**Code**” means The Uniform Commercial Code as enacted in the State of Colorado, as it may be amended from time to time.

1.2 “**Debt**” means all obligations owed or that become owed by Grantor to Lenders under terms the Notes.

1.3 “**Lenders’ Representative**” means Alfred H. Shotwell and any successor appointed by the act of the Lenders as identified in written notice to Grantor.

1.4           “**Loan**” means the indebtedness evidenced by the Notes.

1.5           “**Loan Documents**” means the Notes and all other agreements as defined or referenced in the Notes, together with all modifications thereof.

1.6           “**Notes**” means those certain Convertible Promissory Notes made by Grantor to the order of and delivered to Lenders in the original principal amounts as shown on Schedule 1 as it may be amended from time to time which Notes are issued and made by Grantor as part of Grantor’s offering of securities described as the Offering in each of the Notes. The maximum principal amount of the Notes secured by this Agreement is \$5,000,000.

1.7           “**Schedule 1**” means the Schedule 1 attached to this Agreement and, at any time after the Effective Date, as it may be amended from time to time as evidenced by the Lenders’ Representative’s and Grantor’s signatures to any such amendment to Schedule 1.

1.8           **Other Definitions.** Capitalized terms used in this Agreement which are defined in the Code and are not otherwise defined herein shall have the meanings set forth for them in the Code.

2.           **Grant of Security.** Grantor hereby grants to Lenders, as tenants in common with each Lender holding the undivided interest equal to his/her/its proportionate share of the Notes as set forth in Schedule 1, a security interest in all of Grantor’s right, title and interest in and to the following, including those now and hereafter owned, acquired, or arising (“**Collateral**”):

(a)       all General Intangibles consisting of Grantor’s intellectual property, including, but not limited to: (i) all trade secrets; inventions, processes, designs, or plants protected under federal patent law; patent applications; and works of authorship protected under federal copyright law; and (ii) those patents granted by and patent applications pending before the USPTO (defined below) identified on attached Exhibit A to this Agreement which is hereby incorporated into and made a part of this Agreement;

(b)       all Accounts related to, arising from, or proceeds of the foregoing General Intangibles;

(c)       all Commercial Tort Claims related to, arising from, or proceeds of the foregoing General Intangibles;

(d)       all trademarks, trade names used with respect to Grantor’s business or products, and all goodwill relating thereto, including, but not limited to, those trademark applications before the USPTO identified on attached Exhibit B to this Agreement which is hereby incorporated into and made a part of this Agreement;

(e)       all proceeds and products of, all substitutions and replacements for, and all additions, attachments and accessions to, any and all of the foregoing

Collateral and, to the extent not otherwise included, all payments under insurance payable by reason of loss or damage or otherwise with respect to any Collateral (whether or not Lender is the loss payee thereof) or under any indemnity, warranty or guaranty payable by reason of loss or damage to any of the foregoing Collateral; and

(f) all books and records and other instruments and documents of title (now in existence or hereafter coming into existence) of Grantor pertaining to any of the Collateral described above (“**Records**”).

To the extent that the Code does not apply to any item of the Collateral, the parties intend this Agreement to create a common-law pledge or collateral assignment of and/or a common-law lien upon such item of Collateral, except no such collateral or other present assignment is granted or shall exist with respect to those items of Collateral which are regulated or subject to the Lanham Act (Title 15, U.S. Code) or Title 35, U. S. Code (the “**Patent Act**”). For the purpose of protecting Lender’s interest in the Collateral against future purchasers for value and/or perfecting such interest, this Agreement may be filed by Lenders in the United States Patent and Trademark Office (“**USPTO**”) as required or permitted under the Lanham Act and the Patent Act and in the U.S. Copyright Office as required or permitted under Title 17, U. S. Code (the “**Copyright Act**”). Grantor shall advise Lenders’ Representative of any new filings with the USPTO or U.S. Copyright Office by written notice within forty five (45) days of such filing being made and, thereafter, shall cooperate with Lenders’ Representative in executing any amendment to this Agreement or any other document or instrument reasonably requested by Lenders’ Representative which shall permit Lenders to amend any existing UCC-1 financing statements or to update filings of security interests with the USPTO or Copyright Office with respect such new filings by Grantor in the USPTO or Copyright Office. Notwithstanding the foregoing, Lenders shall not foreclose on any Trademark application filed in the USPTO that has not proceeded to registration.

3. **Maintenance of Collateral.** Grantor shall maintain the Collateral, including making all filings and paying all filing fees, reasonably required to maintain the value of the Collateral.

4. **Security for Debt.** This Agreement and all liens and security interests created hereunder secure the payment and performance of the Debt. This Agreement shall remain in full force and effect until (a) the Debt has been paid and performed in full; (b) no payment received by Lenders, or any of them, in satisfaction of any portion of the Debt can be invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid under any provision of law; and (c) Lenders have no further obligation to advance additional credit to Grantor.

5. **Grantor’s Representations and Warranties.** Grantor warrants and represents as follows:

5.1 **Grantor’s Address.** The principal place of business and chief executive office of the Grantor is located at the address Grantor set forth in the first paragraph of

this Agreement. All Records and any other tangible forms of the Collateral are located at such location.

5.2 **Title to Collateral.** Grantor owns all Collateral, free and clear of any lien, security interest, charge, or encumbrance, other than the liens and/or security interests created in favor of Lenders under this Agreement and/or the Loan Documents, and those liens and/or security interests identified on Exhibit B attached hereto. No effective financing statement or other document currently exists encumbering all or any part of the Collateral in favor of any person other than Lenders.

5.3 **Authorization.** This Agreement is valid and binding upon Grantor and is enforceable against Grantor and the Collateral in accordance with its terms.

5.4 **No Required Governmental Approval.** No authorization, approval or other action by, or notice to or filing with, any governmental authority or regulatory body is required in connection with the execution, delivery, or performance of this Agreement or the encumbrance of the Collateral hereunder, or for the perfection or exercise by Lenders of their remedies hereunder. Notwithstanding the foregoing sentence, to the extent any Collateral consists of accounts receivable that are payable by any governmental authority or regulatory body that requires, in the ordinary course of business, any authorization, approval, or other action, notice to or filings with such governmental authority or regulatory body, all in order to effect payment to Grantor (collectively, “**Governmental Payor Collateral**”), then such Governmental Payor Collateral shall be exempt from the requirements of this Section 4.4.

5.5 **Business Purposes.** The Collateral has been acquired and is used by Grantor solely for business purposes.

## 6. **General Covenants.**

6.1 **Additional Documentation.** Grantor shall, at its expense, promptly execute and deliver all instruments and documents and take all further actions deemed necessary by Lenders in order to perfect and protect any security interest granted or purported to be granted hereby or described herein or to enable Lenders to exercise and enforce their remedies hereunder. Without limiting the generality of the foregoing, Grantor will, upon Lenders’ Representative’s request (a) conspicuously mark all tangible forms of the Collateral and Records with a legend, in form and substance satisfactory to Lenders, indicating that such Collateral is subject to the liens and security interests granted hereby; and (b) deliver any Collateral to Lenders with endorsements and assignments deemed necessary by Lenders.

6.2 **Filing Authority.** Grantor hereby authorizes and directs Lenders’ Representative to file financing statements, continuation statements, and amendments with the Filing Office pertaining to the Collateral and to make the filings with the USPTO and Copyright Office as permitted by this Agreement, all without signature of Grantor as permitted by law.

6.3 **Further Identification of Collateral.** In addition to any other financial statements or information otherwise required under the Loan Documents, Grantor will

furnish to Lenders, at the request of Lenders' Representative, such additional schedules, reports, certificates, and other documents and information as Lenders' Representative may require to confirm the existence, identity, and value of the Collateral. The form and content of all of the foregoing shall be subject to Lenders' Representative's approval.

6.4 **Maintenance of Records.** Grantor will maintain, in accordance with accounting standards acceptable to Lenders' Representative applied on a basis consistent with the accounting practices reflected in the financial statements previously provided Lenders, accurate Records, all of which shall be kept at the address of the Grantor specified in the first paragraph of this Agreement. Lenders' Representative shall have the right, without hindrance or delay, to inspect the Collateral and to inspect, audit, check, and make extracts from the Records (including unrestricted access to and use of all facilities, computers, printers, equipment, programs, disks, tapes, or other storage media which contain or are necessary to obtain Records).

6.5 **Protection Against Levies.** Grantor shall not suffer or permit the attachment of any levy, attachment, or claim against the Collateral, whether by legal process or otherwise. Grantor shall promptly inform Lenders' Representative of any lien, claim, levy, or attachment asserted against the Collateral.

6.6 **Payment of Taxes and Claims.** Grantor shall promptly pay before penalties attach: (a) all taxes, assessments, and governmental charges or levies imposed upon Grantor or the Collateral ("Taxes"), including but not limited to all personal property taxes upon the tangible Collateral, and (b) all claims (including claims for labor, materials, and supplies) against Grantor or the Collateral.

6.7 **Permits.** Grantor shall obtain and maintain all permits required in connection with Grantor's ownership of the Collateral and/or the operation of Grantor's business.

6.8 **No Sale of Collateral.** Grantor shall not, without Lenders' Representative's prior written consent, sell, assign, or otherwise dispose of any Collateral, except in the ordinary course of business or in connection with the repair or replacement of Collateral, provided that Lenders obtains a first priority security interest on all items obtained. Lenders shall have the right, whether or not any Event of Default exists, to condition its consent to any sale or other disposition of any Collateral upon Grantor's payment to Lenders, for application in reduction of the Debt, of any proceeds received by Grantor in excess of the cost to Grantor of obtaining any replacement item of Collateral.

6.9 **No Encumbrance of Collateral.** Grantor shall not, without Lenders' Representative's prior written consent, create or permit any lien, security interest, or other encumbrance upon or with respect to the Collateral, except for security interests in favor of Lenders or those referenced in Section 4.2. From the date of this Agreement, Grantor shall not allow any financing statement or other document covering the Collateral to be filed in favor of any other person, other than renewal or termination statements of existing liens (but not any other amendment thereto) by a secured party listed on Exhibit C, without Lender's Representative's prior written consent so long as any Debt remains outstanding or Lenders have

any obligation to advance additional sums to Grantor. This Section 6.9 shall not apply to the creation of any automatically perfected purchase money security interest that encumbers Grantor's Collateral that is created solely by virtue of operation of state law and is made in the ordinary course of business consistent with the past practices of Grantor.

6.10 **No Competing Business.** Without Lenders' Representative's prior written consent, Grantor shall not permit any person: (a) to take over any portion of Grantor's existing business; (b) to collect or enforce any Accounts included within the Collateral, or receive the proceeds or benefits owing to Grantor with respect to any of the Collateral; or (c) under common control with Grantor to commence any business operations in competition with those of Grantor.

7. **Lenders' Status and Representative.** The following provisions shall govern the exercise of all rights and burdens of ownership under this Agreement and the Notes:

(a) all decisions concerning the exercise of rights under this Agreement and the Notes shall be made by the affirmative vote of the holders of a simple majority of the Lenders' interests in the Notes based on each Lender's proportionate interest in the total principal amount of the Notes as each Lender's principal amount of its Note is shown on Schedule 1 (a "**Majority Decision**"); each Lender acknowledges that when acting by a Majority Decision, the Lenders' Representative will have the right and power to diminish or eliminate the rights of each of them with respect to the Notes and this Agreement;

(b) all expenses associated with the exercise of rights, including for the prosecution of claims, which are not paid by Grantor, shall be borne by the Lenders in proportion to their undivided interests as tenants in common in the Notes as each Lender's proportionate interest in the Notes is shown on Schedule 1; any Lender failing to pay his or its proportionate share of expenses incurred as a result of a Majority Decision shall be personally liable to the other Lenders for his or its share of expenses, together with interest at the same rate as interest accrues at the time under the Notes;

(c) Lenders' Representative shall implement or cause to be implemented all Majority Decisions with respect to this Agreement and the Notes and shall be reimbursed by the Lenders for all out-of-pocket expenses incurred by the Lenders' Representative in performing his managing functions so long as those expenses are otherwise approved by a Majority Decision of the Lenders;

(d) the Lenders' Representative maybe removed and replaced by a Majority Decision; the Lenders' Representative may resign at any time effective thirty (30) days after notice of resignation is provided to a majority in interest of the Lenders;

(e) each Lender's rights under this Agreement and the Notes shall be governed by and Grantor shall have the right to rely and act upon a Majority



Decision as such decision is represented to Grantor by the Lenders' Representative; the Lenders' Representative shall have the authority to exercise and discharge all of the Lenders' rights and duties created or established in this Agreement and the Notes;

(f) no Lender shall be entitled to sell, assign, transfer, convey, pledge, encumber, hypothecate or otherwise dispose of its interest in the Notes, including the Note held by any Lender, or this Agreement to any person (an "assignee") except as may be specifically provided for in this Agreement or except with the prior written consent of a majority in interest of the Lenders and provided in all cases the assignee executes and delivers an Adoption Agreement to Grantor and Lenders' Representative; any such purported sale, assignment, transfer, conveyance, pledge, encumbrance, hypothecation, withdrawal or other disposition which does not fall within an exception above shall be entirely null and void;

(g) notwithstanding the restrictions provided above, a Lender may transfer his or its interest in the Note and this Agreement to another Lender or at death or involuntarily by operation of law so long as any transferor, or his successor in interest or representative, and any transferee who is not already a Lender shall execute and deliver to the Lenders' Representative such documents and instruments of conveyance and transfer as may be necessary or appropriate in the opinion of counsel for the Lenders' Representative to effect such transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement, including, but not limited to, by executing and delivering to Grantor and Lenders' Representative an Adoption Agreement; in all cases, the transferring Lender shall reimburse the Lender's Representatives and non-transferring Lenders for all costs and expenses that are reasonably incurred in connection with any transfer;

(h) each Lender waives any right to partition the Notes and this Agreement;

(i) the Lenders shall severally indemnify, save harmless, and pay all judgments and claims against the Lenders' Representative relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Lenders' Representative which was within the scope of the Lenders' Representative's authority under this Agreement, including attorneys' fees incurred by the Lenders' Representative in connection with the defense of any action based on any such act or omission so long as the Lenders' Representative was acting in good faith and his conduct was not grossly negligent or willfully contrary to the best interests of the Lenders; and

(j) notwithstanding that Lenders' Majority Decisions are determined based on each Lender's proportionate interest in the total principal amount of the Notes as each Lender's principal amount of its Note is shown on Schedule 1, each Lender's undivided interests as tenants in common in this Agreement shall be

determined by the outstanding amount of principal and all accrued interest under that Lender's Note as a proportion of the outstanding amount of principal and all accrued interest under all Lenders' Notes as provided for in Schedule 1.

8. **Attorney-in-Fact.** Grantor hereby makes, constitutes, and appoints Lenders' Representative as its attorney-in-fact, which appointment shall be coupled with an interest and shall be irrevocable until the Debt is satisfied. Without limiting the generality of the foregoing, Lenders' Representative shall have the authority to: (a) demand, collect, sue for, recover, compound, receive, and give check receipts for consideration received on account of any of the Collateral; (b) receive, endorse, and collect any Accounts included within the Collateral; and (c) file, settle, or compromise any claims or take any action which Lenders' Representative may deem necessary or desirable for the collection of any Collateral or to otherwise enforce Lenders' rights hereunder. As Grantor's attorney-in-fact, Lenders' Representative, or an agent appointed by Lenders' Representative, shall have full authority to act on behalf of Grantor and in Grantor's name and to take such action as Lenders' Representative may deem necessary to protect its interest in the Collateral. Grantor hereby indemnifies and agrees to hold Lenders and Lenders' Representative harmless from any liability whatsoever for any misconduct by any agent who is an officer or employee of Grantor.

9. **Lenders' Duties.** Lenders' rights hereunder are solely for the purpose of protecting its security interest in the Collateral. Lenders are not obligated to exercise the rights granted herein or under the Loan Documents. Except for obligations of confidentiality under Section 10, safekeeping of any Collateral in its possession, and accounting for consideration actually received, Lenders shall have no other duties with respect to the Collateral.

10. **Confidentiality.** If, in the exercise of their rights under this Agreement, Lenders, or any of them or Lenders' Representative, learn any Confidential Information, then prior to such time, if ever, that Lenders acquire title to any of the Collateral, Lenders and Lenders' Representative shall use and disclose such Confidential Information only as permitted by this Section 10.

(a) Lenders and Lenders' Representatives: (i) shall use such Confidential Information only for the protection of their interests under this Agreement, but not for any other purpose (the "Purpose"); provided if such Purpose includes the filing of Confidential Information in any court or administrative proceeding, then such filing shall be under seal or otherwise made in a manner that protects the Confidential Information from public disclosure, (ii) shall maintain such Confidential Information as confidential and to exercise reasonable precautions in doing so, using at least the same degree of care and discretion as it uses with similar information of its own which it does not desire to disclose or disseminate, to prevent unauthorized access to or use of it, (iii) shall not copy such Confidential Information, except in furtherance of the permitted Purpose, (iv) except as permitted in clause (i), above, shall not disclose such Confidential Information to any third party other than Recipient's Affiliates, employees, consultants and agents (together, "Representatives") who have a need to know for the permitted Purpose, who are apprised of the confidential nature of

such Confidential Information and all of the restrictions in this Agreement, and are bound to terms of confidentiality, non-disclosure, and non-use of such Confidential Information at least as restrictive as the terms of this Agreement, and (v) shall not decompile, disassemble or otherwise reverse engineer any such Confidential Information provided hereunder, or use any similar means to discover its underlying composition, structure, source code, or trade secrets. Recipient shall be responsible for any breach of confidentiality or use restrictions by Recipient's Representatives. right to partition the Note and this Agreement;

(b) upon satisfaction of the Debt, Lenders and Lenders' Representative, upon Grantor's request at any time, shall return to Grantor all originals and copies of Confidential Information and destroy all information, records, and materials developed therefrom;

(c) the restrictions on the use and disclosure of Confidential Information under this Agreement will not prevent Lenders or Lenders' Representative from complying with any law, regulation, court order, or other legal requirement that requires disclosure of any Confidential Information; Lenders and Lenders' Representative will promptly notify Grantor in writing, delivered by overnight courier service to Grantor's address provided in the first paragraph of this Agreement and by email if that has been the parties' mode of communication, upon learning of any such legal requirement, and cooperate with Grantor in the exercise of its right to protect the confidentiality of Confidential Information; and

(d) as used in this Agreement, "**Confidential Information**" means any information belonging to Grantor which is not publicly known, including, but not limited to, information related to or consisting of the Collateral, but Confidential Information shall not include any information that, as evidenced by contemporaneous written records (i) was rightfully known to the Lenders or Lenders' Representative without restriction before receipt through this Agreement, (ii) is rightfully disclosed to Lenders or Lenders' Representative by a third party without restriction, (iii) is or becomes generally known to the public without violation of this Agreement by Lenders or Lenders' Representative, or (iv) is independently developed by Lenders or Lenders' Representative without reliance on such information.

11. **Events of Default.** Each of the following shall be an "**Event of Default**" under this Agreement: (a) the occurrence of any "Event of Default" as defined under any Loan Document; or (b) Grantor's failure to perform any obligation under this Agreement within ten (10) days after the date of any required payment or within thirty (30) days after Lender's written notice to Grantor with respect to any other obligation.

12. **Remedies.** Upon the occurrence of an Event of Default, and subject to any applicable right to cure such Event of Default under the Note, if any, Lenders may accelerate the Debt and exercise its rights under this Agreement, the Loan Documents, and applicable law.

Without limiting the generality of the foregoing, Lenders shall have the following rights and remedies:

12.1 **Sale of Collateral.** Lenders may exercise their rights hereunder or any rights or remedies available under the Code (whether the Code applies to the affected Collateral or not). Upon Lenders' Representative's request, Grantor shall, at its expense, assemble the Collateral and deliver it to a place designated by Lenders' Representative which is reasonably convenient to both parties. Lenders' Representative may sell, with at least ten (10) Business Days' notice to Grantor, all or any part of the Collateral in one or more parcels, at public or private sale, at Lender's Representative's office or elsewhere, for cash, on credit, or for future delivery, and at such price or prices and upon such other terms as Lenders' Representative may deem commercially reasonable. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

12.2 **Application of Sale Proceeds.** All consideration received from the sale of, collection from, or other realization upon any Collateral may, at Lenders' Representative's discretion, be held by Lenders as collateral for the Debt or applied to the Debt in such order as Lender's Representative shall elect. Any surplus proceeds held by Lenders upon the payment of the Debt in full shall be paid to Grantor or to any party lawfully entitled to such surplus proceeds.

12.3 **Lenders' Performance.** If Grantor fails to perform any agreement contained herein or required of Grantor under the Loan Documents, Lender's Representative may perform or cause performance of, such agreement.

13. **Indemnity.** Grantor shall indemnify and hold Lenders, Lenders' Representative, and each of their directors, officers, employees, shareholders, agents, and attorneys harmless with respect to any and all claims, losses, or liabilities relating to this Agreement, breach by Grantor of any Loan Document, or Lenders' interest in the Collateral, provided that Grantor shall not be required to indemnify Lenders or Lenders' Representative for Losses arising solely from any Lender's or the Lenders' Representative's proven gross negligence or intentional act.

14. **Termination of Agreement.** Upon the satisfaction of the Debt, this Agreement shall terminate. Upon termination of this Agreement and Grantor's request, Lenders' Representative will, at Grantor's expense and without any recourse upon or warranty by Lender, execute and deliver evidence of the termination.

15. **Notices.** All communications required hereunder or in the Loan Documents shall be given to Grantor at the address below and to Lenders at their respective addresses set forth in Schedule 1, or at such other addresses as a party may designate by notice given in accordance with the terms of this Agreement. Notwithstanding the foregoing notice from Grantor to Lenders may be given by giving notice to Lenders' Representative at the following address:

c/o Michael C. Donlon  
Avant Building - Suite 900

200 Delaware Avenue  
Buffalo, NY 14202-2107

All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally; three (3) Business Days following when deposited in the United States mail, as certified mail, return receipt requested, postage prepaid, addressed as provided above; or one (1) Business Day when sent overnight by a recognized, national overnight courier service, e.g. Federal Express or UPS, addressed as provided above.

16. **Miscellaneous.**

16.1 This Agreement shall be binding on Grantor and Grantor's successors and assigns and shall inure to the benefit of Lenders and Lenders' successors and assigns.

16.2 Headings are inserted into this Agreement for convenience only and shall not be considered in construing any provision.

16.3 This Agreement may not be modified, nor any of its provisions waived, without Lenders' Representative's prior written consent.

16.4 Time shall be of the essence of this Agreement, but no delay or deferral in exercising any remedies after an Event of Default shall be deemed a waiver of such remedies.

16.5 The provisions of this Agreement are separable. If any judgment is hereafter entered holding that any provision of this Agreement to be invalid or unenforceable, then the remainder of this Agreement shall not be affected by such judgment, and the remaining terms of this Agreement shall be carried out as nearly as possible according to its original terms.

16.6 The term "person" includes, but is not limited to natural persons, corporations, partnerships, trusts, trustees, limited liability companies, joint ventures, and/or other legal entities.

16.7 Grantor agree that Lenders shall not be a mortgagee in possession if Lenders' Representative take any action pursuant to this Agreement.

16.8 The recitals listed above form an integral part of this Agreement.

16.9 No inference in favor of, or against, any person shall be drawn from the fact that such person has drafted all or any part of this Agreement or any other Loan Document.

16.10 Any exhibits and schedules to this Agreement are incorporated into this Agreement by reference as if fully set forth herein.

16.11 The term "modified" and its derivatives means amended, restated, changed, extended, renewed, altered, terminated, or canceled.

16.12 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

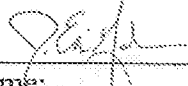
17. **Choice of Law; Venue.** This Agreement shall be deemed to have been executed and shall be performed in the State of Colorado and shall be governed by its laws except to the extent the laws of the State in which the Collateral is located affect enforceability of the liens granted in the Loan Documents. Grantor irrevocably agrees that subject to Lenders' Representative's sole and absolute election, Lenders may bring suit, action, or other legal proceedings arising out of the Loan Documents in courts located in Colorado, County of Denver, or the State in which the Collateral is located, whether local, state, or federal. Grantor hereby submits to the jurisdiction of such court(s) and waives any right Grantor may have to request a change of venue or a removal to another court.

18. **Waiver of Jury Trial.** Grantor hereby irrevocably: (a) waives the right to a trial by jury in any action or proceeding brought by any party in connection with this Agreement; (b) has made this waiver knowingly, intentionally, and voluntarily; (c) acknowledges no reliance upon any oral or written statements made by Lenders or on Lenders' behalf, either to induce this waiver of trial by jury or to modify or nullify its effect, other than those contained herein; (d) acknowledges reading and understanding the meaning and ramifications of this waiver provision; and (e) agrees to take all such actions as may be required by applicable law to allow this waiver to be enforceable. By accepting this Agreement, Lenders waive the right to a trial by jury in any action or proceeding brought by any party in connection with this Agreement.

*[SIGNATURES ON FOLLOWING PAGES]*

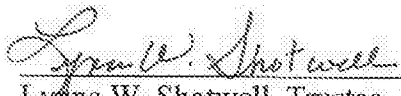
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

GRANTOR:  
TRANSVERSE MEDICAL INC.,  
a Colorado corporation


By:   
Name: J. Eric Goslau  
Title: CEO

LENDERS:

Lynne W. Shotwell Revocable Trust  
under instrument dated May 16, 1984

By:  Trustee  
Lynne W. Shotwell, Trustee

Alfred H. Shotwell III Revocable Trust under  
instrument dated December 16, 1994

By:  Trustee  
Alfred H. Shotwell III, Trustee

## EXHIBIT A

### PARTIAL LIST OF PATENT DOCUMENTS

Patent Application Serial Number	Patent Number (if applicable)
13/894,910	9,888,994
15/895,465	
14/890,679	9,888,995
15/895,703	
15/122,589	10,064,637
16/121,042	
16/095,875	
62/902,742	
62/902,778	



**AMENDED SCHEDULE 1**  
**to November 4, 2019 Security Agreement**  
**Made by Transverse Medical Inc. ("Grantor") for the Benefit of the Following Lenders**  
**(Amended as of December 6, 2019)**

**LENDERS' INTERESTS IN THE NOTES**

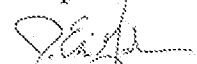
<b>Name of Lender and Address</b>	<b>Principal Amount Advanced</b>	<b>Lender's Proportionate Interest for Majority Decisions*</b>
AH Shotwell Trust 2166 Forrest Lane Naples, FL 34102	\$250,000	40.65%
LW Shotwell Trust 2166 Forrest Lane Naples, FL 34102	\$250,000	40.65%
Dave Bagenski 29939 Aspen Lane Evergreen, CO 80439	\$40,000	6.50%
Juan C. Sandoval 7338 Kendrick Way Arvada, CO 80007	\$25,000	4.07%
Alfred H. Shotwell, Lenders' Representative c/o Michael C. Donlon Avant Building - Suite 900 200 Delaware Avenue Buffalo, NY 14202-2107	N/A	N/A
The Goelz Family Living Trust 395 Cherokee Station Circle Woodstock, GA 30188	\$50,000	8.13%

\*Lenders' Majority Decisions (as defined in Section 7 of the Agreement) are determined based on each Lender's proportionate interest in the total principal amount of the Notes as determined by each Lender's principal amount of its Note as shown in this column. Each Lender's undivided interest as a tenant in common in this Agreement shall be determined by the outstanding amount of principal and all accrued interest under that Lender's Note as a proportion of the outstanding amount of principal and all accrued interest under all Lenders' Notes.

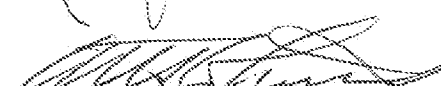
[ANY AMENDMENT OF THIS SCHEDULE MUST BE SIGNED BY BOTH GRANTOR AND LENDERS' REPRESENTATIVE.]

GRANTOR:

**TRANSVERSE MEDICAL INC.,**  
a Colorado corporation

By:   
Eric Goslau, CEO and President

LENDER'S REPRESENTATIVE:

  
Alfred H. Shotwell