

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6997107

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VENTUREMED GROUP, INC.	10/27/2021
RECEIVING PARTY DATA		
Name:	ENDEAVOUR MEDTECH GROWTH LP	
Street Address:	1 ROYAL PLAZA, ROYAL AVENUE	
City:	ST. PETER PORT	
State/Country:	GUERNSEY	
Postal Code:	GY1 2HL	
Name:	RIVERVEST VENTURE FUND III, L.P.	
Street Address:	11000 CEDAR AVENUE	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44106	
Name:	RIVERVEST VENTURE FUND III (OHIO), L.P.	
Street Address:	11000 CEDAR AVENUE	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44106	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Application Number:	14993478	
Application Number:	17317999	
Application Number:	14991493	
Application Number:	16797585	
Application Number:	13613914	
Application Number:	14990883	
Application Number:	15481552	
Application Number:	15200767	
Application Number:	15368604	
Application Number:	15441398	

PATENT

Property Type	Number
Application Number:	15481562
Application Number:	15861955
Application Number:	15861969
Application Number:	16673338
Application Number:	16693521
Application Number:	16693520
Application Number:	16801809
Application Number:	17221473
Application Number:	17221539

CORRESPONDENCE DATA

Fax Number: (202)799-5000

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: 2027994000

Email: gregory.esau@dlapiper.com

Correspondent Name: GREGORY ESAU

Address Line 1: 500 EIGHTH STREET, NW

Address Line 4: WASHINGTON, D.C. 20004

NAME OF SUBMITTER:	GREGORY ESAU
SIGNATURE:	/Gregory Esau/
DATE SIGNED:	10/29/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 13

source=4. IP Security Agreement (2021 Financing)-v2#page1.tif
source=4. IP Security Agreement (2021 Financing)-v2#page2.tif
source=4. IP Security Agreement (2021 Financing)-v2#page3.tif
source=4. IP Security Agreement (2021 Financing)-v2#page4.tif
source=4. IP Security Agreement (2021 Financing)-v2#page5.tif
source=4. IP Security Agreement (2021 Financing)-v2#page6.tif
source=4. IP Security Agreement (2021 Financing)-v2#page7.tif
source=4. IP Security Agreement (2021 Financing)-v2#page8.tif
source=4. IP Security Agreement (2021 Financing)-v2#page9.tif
source=4. IP Security Agreement (2021 Financing)-v2#page10.tif
source=4. IP Security Agreement (2021 Financing)-v2#page11.tif
source=4. IP Security Agreement (2021 Financing)-v2#page12.tif
source=4. IP Security Agreement (2021 Financing)-v2#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is executed on October 27, 2021 by VentureMed Group, Inc., a Delaware corporation (together with its successors and assigns, “**Grantor**”), in favor of the Investors listed on the signature pages hereof.

RECITALS

A. Grantor issued secured convertible promissory notes as amended, modified or otherwise supplemented from time to time, (each a “**Note**” and collectively, the “**Notes**”) to the Investors pursuant to that certain Secured Convertible Promissory Note Purchase Agreement, dated as of the date hereof (as amended and restated from time to time) (the “**Purchase Agreement**”).

B. Certain of the Investors have agreed to make additional advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in the Purchase Agreement. Capitalized terms used herein are used as defined in the Purchase Agreement. The Investors are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Investors (i) a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) and (ii) a security interest in certain collateral of the Company, as set forth in that certain Security Agreement entered into on the date hereof (the “**Security Agreement**”), in each case, to secure the obligations of Grantor under the Notes.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Investors a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Purchase Agreement, Grantor grants and pledges to the Investors a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”), provided that the term “Intellectual Property Collateral”

shall not include intent-to-use trademark applications until such time as a statement of use is filed with the U.S. Patent and Trademark Office with respect to such intent-to-use trademark application;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor 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 the Collateral Agent (as defined in the Security Agreement), provided that the Collateral Agent shall not record this agreement against any intent-to-use trademark applications.

3. Authorization. Grantor hereby authorizes the Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Investors with respect to the Intellectual Property Collateral are as provided by the Purchase Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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. Additional Investors. Notwithstanding anything to the contrary contained herein, if the Grantor issues additional Notes after the date hereof, any Investor of such Notes may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed a “Investor” for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as a “Investor” hereunder.

8. 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 Pages Follow.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VENTUREMED GROUP, INC.

DocuSigned by:
By: J. Robert Paulson, Jr.
Name: J. Robert Paulson, Jr.
Title: Chief Executive Officer

[Signature page to *IP Security Agreement*]

PATENT
REEL: 057961 FRAME: 0667

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

INVESTOR

ENDEAVOUR MEDTECH GROWTH LP

By: Endeavour Medtech GP Limited

Its: General Partner

By: 

Name: James Nicolle

Title: Director

[Signature page to IP Security Agreement]

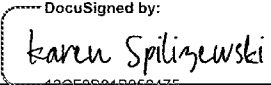
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

INVESTOR

RIVERVEST VENTURE FUND III, L.P.

By: RiverVest Venture Partners III, L.P., its
General Partner

By: RiverVest Venture Partners III, LLC, its
sole General Partner

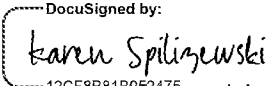
By: 
Name: Karen Spilizewski
Title: Authorized Person

**RIVERVEST VENTURE FUND III (OHIO),
L.P.**

By: RiverVest Venture Partners III (Ohio),
LLC, its General Partner

By: RiverVest Venture Partners III, L.P., its
sole Member

By: RiverVest Venture Partners III, LLC, its
sole General Partner

By: 
Name: Karen Spilizewski
Title: Authorized Person

[Signature page to *IP Security Agreement*]

EXHIBIT A

Copyrights

- VentureMed is the owner of common law copyrights in various publications and advertising materials.
- <http://www.venturemedgroup.com/>

EXHIBIT B

Patents

Domestic

Status	Application No.	Filing Date	Title
Granted	14/993,478	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Filed	17/317,999	05/12/2021	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted	14/991,493	01/08/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE SCORING
Filed	16/797,585	02/21/2020	INTRAVASCULAR CATHETER BALLOON DEVICE
Granted	13/613,914	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted	14/990,883	01/08/2016	INTRAVASCULAR CATHETER HAVING A CANTILEVERED EXPANDABLE INCISING PORTION
Granted	15/481,552	04/07/2017	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Filed	15/200,767	07/01/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND EMBOLIC PROTECTION DEVICE
Granted	15/368,604	12/03/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND MEDICATION DELIVERY SYSTEM
Filed	15/441,398	02/24/2017	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Filed	15/481,562	04/07/2017	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted	15/861,955	01/04/2018	INTRAVASCULAR CATHETER WITH INCISING DEVICES
Granted	15/861,969	01/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION FOR INCISING ATHEROSCLEROTIC MATERIAL LOCATED IN A BLOOD VESSEL
Filed	16/673,338	11/04/2019	INTRAVASCULAR CATHETER DEVICE FOR IMPROVED ANGIOPLASTY
Filed	16/693,521	11/25/2019	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted	16/693,520	11/25/2019	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Filed	16/801,809	02/26/2020	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND MEDICATION DELIVERY SYSTEM
Filed	17/221,473	04/02/2021	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION

Status	Application No.	Filing Date	Title
Filed	17/221,539	04/02/2021	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION

Foreign

Status	Application No.	Filing Date	Title
Granted (EU)	16737713.4	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted (UK)	16737713.4	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted (Italy)	16737713.4	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted (France)	16737713.4	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted (Germany)	16737713.4	01/12/2016	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE PORTION
Granted (EU)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (Austria)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (France)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (Germany)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (Italy)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (Spain)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (UK)	16737711.8	01/12/2016	INTRAVASCULAR CATHETER BALLOON DEVICE HAVING A TOOL FOR ATHERECTOMY OR AN INCISING PORTION FOR ATHEROMATOUS PLAQUE
Granted (Australia)	2012308610	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (EU)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (Austria)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (France)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (Germany)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (Italy)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION

Status	Application No.	Filing Date	Title
Granted (Spain)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (UK)	12831369.9	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (Brazil)	BR 1120140057214	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (China)	201280050299.0	09/13/2012	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (EU)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (Austria)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (Germany)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (Italy)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (France)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (Spain)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (UK)	18158211.5	02/22/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND ABRASIVE SURFACES
Granted (EU)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (Austria)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (Germany)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (Italy)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (France)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (Spain)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (UK)	18165683.6	04/04/2018	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND GRATING TOOL
Granted (Japan)	2017-203462	10/20/2017	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION
Granted (EU)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Granted (Austria)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Granted (France)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Granted (Germany)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM

Status	Application No.	Filing Date	Title
Granted (Italy)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Granted (Spain)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Granted (UK)	15809688.3	06/16/2015	INTRAVASCULAR CATHETER HAVING AN EXPANDABLE INCISING PORTION AND DRUG DELIVERY MECHANISM
Filed (EU)	15802872.0	06/03/2015	INTRAVASCULAR CATHETER WITH DRUG DELIVERY SYSTEM

EXHIBIT C

Trademarks

Status	Application No.	Filing Date	Reg No.	Reg. Date	Mark
Registered (US)	86/956,879	03/29/2016	5,106,824	12/20/2016	DYNAMIC SCORING
Registered (US)	86/387,866	09/08/2014	4,978,767	06/14/2016	VENTUREMED
Registered (US)	86/387,867	09/08/2014	5,464,821	05/08/2018	VMG
Registered (US)	86/387,875	09/08/2014	4,978,768	06/14/2016	
Registered (US)	86/387,876	09/08/2014	4,969,505	05/31/2016	
Registered (US)	86/387,877	09/08/2014	4,969,506	05/31/2016	
Allowed (US)	87/703,051	11/30/2017			FLEX VESSEL PREP CATHETER
Filed (US)	90/787,493	06/22/2021			FLEX VESSEL PREPARATION
Allowed (US)	87/703,088	11/30/2017			FLEX VESSEL PREPARATION CATHETER
Registered (US)	88/891,749	04/28/2020	6,457,925	08/17/2021	FLEX VESSEL PREP
Allowed (US)	88/267,596	01/18/2019			FLEX VP
Registered (US)	88/411,102	05/01/2019	6,267,365	02/09/2021	
Registered (Brazil)	917774710	07/19/2019	917774710	03/17/2020	
Registered (Madrid Protocol)	A0090496	10/09/2019	1501553	10/09/2019	
Filed (China)	57903699	07/22/2021			

- VentureMed is the registered owner of the tradename “VENTUREMEDGROUP” filed on October 5, 2016, under document number 201627901588.

EXHIBIT D

Mask Works

None.