

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7889211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTUBRITE, LLC	12/01/2011
RECEIVING PARTY DATA	
Name:	JOHN R. HICKS
Street Address:	2322 LA MIRADA DRIVE
City:	VISTA
State/Country:	CALIFORNIA
Postal Code:	92081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D641871
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>	
Phone:	3038639700
Email:	lbrown@sheridanross.com
Correspondent Name:	TODD P. BLAKELY
Address Line 1:	SHERIDAN ROSS P.C.
Address Line 2:	1560 BROADWAY, SUITE 1200
Address Line 4:	DENVER, COLORADO 80202
ATTORNEY DOCKET NUMBER:	3170PAT-318-CON
NAME OF SUBMITTER:	TODD P. BLAKELY
SIGNATURE:	/TODD P. BLAKELY/
DATE SIGNED:	04/06/2023
Total Attachments: 10	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made on December 1, 2011, between IntuBrite, LLC ("Grantor"), and John R. Hicks, an individual ("Grantee").

RECITALS

A. Grantor entered into a Promissory Note dated March 15, 2009 and a Secured Extension Agreement dated December 1, 2011 with Grantee.

B. Grantor desires to grant and Grantee desires to obtain a lien and security interest, with the power of sale to the extent permissible by law, on the Patent Collateral and Trademark Collateral, as defined below, as security primarily for a monetary obligation, as defined in the Promissory Note and Secured Extension Agreement.

C. Grantee desires to have Grantee's lien and security interest in the Patent Collateral and Trademark Collateral confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE ASSIGNMENT

In further consideration for the Promissory Note dated March 15, 2009 and the Secured Extension Agreement dated December 1, 2011 and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged by Grantor, and to secure the above-described obligations, Grantor does now collaterally assign and grant to Grantee a lien and security interest in:

A. All of Grantor's right, title, and interest in and to (i) the United States Letters Patent, foreign patent and the inventions described and claimed in the same set forth on the attached Schedule A and any future patents (collectively, the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any United States Letters Patent and foreign patent that may be issued on any of those applications and any future patent applications (collectively, the "Patent Applications"); (iii) any reissue, extension, division, or continuation of the Patents or the Patent Applications (such reissues, extensions, divisions, and continuations referred to collectively in this Agreement as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to grantor in respect to the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Patent Applications, Reissued Patents, and royalties and proceeds referred to collectively in this Agreement as the "Patent Rights");

B. All of Grantor's right, title, and interest in and to (i) the United States trademarks, trademark registrations, trade names, foreign trademarks, foreign trademark registrations, foreign trade names and the trademarks described and claimed in the same set forth on the attached Schedule B and any future trademarks (collectively, the "Trademarks"); ii) the applications for Trademarks and the Trademarks described in the same set forth on the attached Schedule B and any United States trademark and foreign trademark that may be issued on any of those applications and any future trademark applications (collectively, the "Trademark Applications"); (iii) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the Trademarks; and (iv) proceeds of any and all of the foregoing (the Trademarks, Trademark Applications, and royalties and proceeds referred to collectively in this Agreement as the "Trademark Rights"); and

C. All rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights and/or Trademark Rights (such rights, interest, claims, and demands referred to in this Agreement as the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral") (the Trademarks Rights and Claims collectively referred to as the "Trademark Collateral").

SECTION TWO GRANTOR'S WARRANTY

Grantor warrants and represents to Grantee that:

A. Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests granted in this Agreement;

B. Grantor is the true and lawful exclusive owner of the Trademark Rights set forth in Schedule B, including all rights and interests granted in this Agreement;

C. The Patent Collateral is valid and enforceable;

D. The Trademark Collateral is valid and enforceable;

E. Grantor has full power and authority to execute and deliver this Agreement;

D. Grantor has no notice of any suits or actions commenced or threatened against Grantor, or notice of claims asserted or threatened against Grantor, with reference to the Patent Rights and interests granted in this Agreement;

E. Grantor has no notice of any suits or actions commenced or threatened against grantor, or notice, of claims asserted or threatened against Grantor, with reference to the Trademark Rights and interests granted in this Agreement;

F. The Patent Rights and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character; and

G. The Trademark Rights and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

SECTION THREE GRANTOR'S FURTHER COVENANTS

Grantor further covenants that, until all of the above-described obligations have been satisfied in full, Grantor will:

A. Not enter into any agreement, including, but not limited to, a license agreement, which is inconsistent with Grantor's undertakings and covenants under this Agreement or which restrict or impair Grantee's rights under this Agreement;

B. Maintain the Patent Collateral in full force and effect;

C. Maintain the Trademark Collateral in full force and effect;

D. Protect and defend, at its own expense, the Patents against all claims or demands of all persons other than Grantee, which would cause material harm to Grantee; and

E. Protect and defend, at its own expense, the Trademarks against all claims or demands of all persons other than Grantee, which would cause material harm to Grantee.

SECTION FOUR USE OF PATENT RIGHTS; LICENSES

As long as this Agreement is in effect and so long as Grantor has not received notice from Grantee that an event of default has occurred under the Promissory Note and/or Secured Extension Agreement and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Patent Rights and grant licenses with respect to the same as described in this Agreement. Without an event of default, Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect to the same, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other person.

**SECTION FIVE
USE OF TRADEMARK RIGHTS; LICENSES**

As long as this Agreement is in effect and so long as Grantor has not received notice from Grantee that an event of default has occurred under the Promissory Note and/or Secured Extension Agreement and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Trademark Rights and grant licenses with respect to the same as described in this Agreement. Without an event of default, Grantee shall have no right to use the Trademark Rights or issue any exclusive or nonexclusive license with respect to the same, or assign, pledge, or otherwise transfer any interest in the Trademark Rights to any other person.

**SECTION SIX
RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE**

Grantor agrees not to sell, assign, or further encumber Grantor's rights and interests in the Patent Collateral and Trademark Collateral without prior written consent of Grantee.

**SECTION SEVEN
GRANTEE'S RIGHTS ON DEFAULT**

If an event of default shall occur under the Promissory Note and/or Secured Extension Agreement, Grantee, as the holder of a security interest under the Uniform Commercial Code as now or later in effect in any applicable jurisdiction, may take such action as is permitted by law or equity, in Grantee's sole discretion, to foreclose on or otherwise realize on the Patent Collateral and Trademark Collateral covered by this Agreement. For those purposes, Grantor authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in Grantee's sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on and file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral and/or Trademark Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral and/or Trademark Collateral to any other person or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral and/or Trademark Collateral to any other person. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney shall be irrevocable for the life of this Agreement.

**SECTION EIGHT
FILING OF DOCUMENTS WITH PATENT AND TRADEMARK OFFICE**

Grantor shall at Grantor's own expense, to the extent Grantor deems it necessary, diligently file and prosecute all Patent Applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection with such Patent Applications,

and shall not abandon any such Patent Application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any patent without the prior written consent of Grantee. Grantor shall not abandon any Patent Collateral without the prior written consent of Grantee, which consent shall not to be unreasonably withheld.

Also, Grantor, shall at Grantor's own expense, to the extent Grantor deems it necessary, diligently file and prosecute all Trademark Applications relating to the Trademarks described and claimed in the Trademark Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection with such Trademark Applications, and shall not abandon any such Trademark Application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Trademark without the prior written consent of Grantee. Grantor shall not abandon any Trademark Collateral without the prior written consent of Grantee, which consent shall not to be unreasonably withheld.

SECTION NINE FEES, COSTS AND EXPENSES

Any and all fees, costs, and expenses, including reasonable attorney's fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes resulting from this transaction) in public offices, and any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral and/or Trademark Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the above-described obligations.

SECTION TEN SUIT TO ENFORCE PATENT COLLATERAL

Grantor shall have the right, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, to bring suit in Grantor's own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to the suit if Grantee is satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend, and hold Grantee harmless from all damages, costs, and expenses, including reasonable attorney's fees, costs, and expenses, incurred by Grantee pursuant to this Section Ten and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this Agreement.

**SECTION ELEVEN
SUIT TO ENFORCE TRADEMARK COLLATERAL**

Grantor shall have the right, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, to bring suit in Grantor's own name to enforce the Trademark Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to the suit if Grantee is satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend, and hold Grantee harmless from all damages, costs, and expenses, including reasonable attorney's fees, costs, and expenses, incurred by Grantee pursuant to this Section Eleven and all other actions and conduct of Grantor with respect to the Trademark Rights during the term of this Agreement.

**SECTION TWELVE
MODIFICATION; WAIVER**

No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

**SECTION THIRTEEN
EXPENSES INCURRED IN PROTECTING PATENT COLLATERAL**

If Grantor fails to comply with any of Grantor's understandings and covenants under this Agreement, Grantee may, at Grantee's sole option, do so in Grantee's name, but at Grantor's expense. Grantor agrees to reimburse grantee in full for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Patent Collateral.

**SECTION FOURTEEN
EXPENSES INCURRED IN PROTECTING TRADEMARK COLLATERAL**

If Grantor fails to comply with any of Grantor's understandings and covenants under this Agreement, Grantee may, at Grantee's sole option, do so in Grantee's name, but at Grantor's expense. Grantor agrees to reimburse Grantee in full for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Trademark Collateral.

**SECTION FIFTEEN
TERMINATION OF GRANTEE'S INTERESTS**

On full and unconditional satisfaction of all Grantor's obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interests in the Patent Collateral and Trademark Collateral.

**SECTION SIXTEEN
RECORDATION OF AGREEMENT**

Grantor acknowledges and agrees that this Agreement shall be recorded in the United States Patent and Trademark Office.

**SECTION SEVENTEEN
PARTIES BOUND**

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

**SECTION EIGHTEEN
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

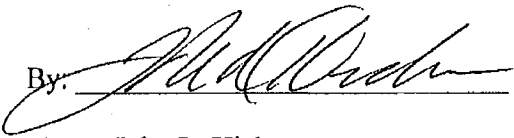
**SECTION NINETEEN
EXECUTION**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be completed by execution and delivery of original signed copies of this Agreement, or by facsimile transmission of executed copies of this Agreement, or by electronic transmission of executed copies of this Agreement, each of which shall constitute an original and enforceable counterpart.

The parties have executed this Agreement at Rancho Santa Fe, California, on the day and year first above written.

GRANTOR:

IntuBrite, LLC,
a California limited liability company

By: 

Name: John R. Hicks

Title: Manager and President

GRANTEE:

John R. Hicks,
An individual

By: 

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

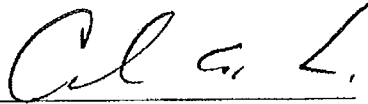
COUNTY OF SAN DIEGO

On December 1, 2011 before me, Carl A. Larson, a notary public, personally appeared John R. Hicks, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



**SCHEDULE A
PATENTS**

Pat. No./App. No.	Title	Filed	Status
8,012,087	Laryngoscope blade and method of use	July 16, 2008	Issued September 6, 2011
D634,008	Laryngoscope blade	December 21, 2009	Issued March 8, 2011
D632, 787	Laryngoscope handle	November 3, 2009	Issued February 15, 2011
D630,745	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630,744	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630,743	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630,742	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630, 741	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630, 740	Laryngoscope blade	December 23, 2009	Issued January 11, 2011
D630,739	Laryngoscope blade	December 21, 2009	Issued January 11, 2011
D630, 738	Laryngoscope blade	December 21, 2009	Issued January 11, 2011
D630,737	Laryngoscope blade	December 21, 2009	Issued January 11, 2011
D611,598	Laryngoscope handle	February 10, 2009	Issued March 9, 2010
D609,808	Laryngoscope blade	February 10, 2009	Issued February 9, 2010
D608,889	Laryngoscope	February 10, 2009	Issued January 26, 2010

**SCHEDULE B
TRADEMARKS**

Serial Number	Registration Number	Filing Date	Published for Opposition	Registration Date	Status
77635164	3994334	December 17, 2008	April 14, 2009	July 12, 2011	Live
77906037	3831423	January 6, 2010	May 25, 2010	August 10, 2010	Live
77906012	3831420	January 6, 2010	May 25, 2010	August 10, 2010	Live