

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8031546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTEGRATED ENDOSCOPY, INC.	10/28/2022
RECEIVING PARTY DATA	
Name:	RESEARCH CORPORATION TECHNOLOGIES, INC.
Street Address:	6440 N SWAN ROAD SUITE 200
City:	TUCSON
State/Country:	ARIZONA
Postal Code:	85718
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	11099435
Application Number:	13176681
Application Number:	13786220
Application Number:	14567879
Application Number:	16658752
Application Number:	16513108
Application Number:	16812681
Application Number:	29727467
Application Number:	17153342
Application Number:	29710940
Application Number:	29710945
Application Number:	29710966
Application Number:	17199321
PCT Number:	US2014069842
PCT Number:	US2020178784
PCT Number:	US2020021490
PCT Number:	US2001006084
PCT Number:	US2006041193
PCT Number:	US2011263941
PCT Number:	US2020260935

PATENT

Property Type	Number
PCT Number:	US2013345507
PCT Number:	US2015164312
PCT Number:	US2020014234

CORRESPONDENCE DATA

Fax Number: (520)529-4262

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.

Email: treckart@rllaz.com

Correspondent Name: TIMOTHY J RECKART

Address Line 1: 6363 N SWAN ROAD SUITE 151

Address Line 4: TUCSON, ARIZONA 85718

NAME OF SUBMITTER:	TIMOTHY J RECKART
SIGNATURE:	/Timothy J Reckart/
DATE SIGNED:	06/28/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7648035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
INTEGRATED ENDOSCOPY, INC.	10/28/2022

RECEIVING PARTY DATA

Name:	RESEARCH CORPORATION TECHNOLOGIES, INC.
Street Address:	6440 N SWAN ROAD SUITE 200
City:	TUCSON
State/Country:	ARIZONA
Postal Code:	85718

PROPERTY NUMBERS Total: 23

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PCT Number:	US2006041193
PCT Number:	US2011263941
PCT Number:	US2020260935

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7775660

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	507601144

CONVEYING PARTY DATA

Name	Execution Date
INTEGRATED ENDOSCOPY, INC.	10/28/2022

RECEIVING PARTY DATA

Name:	RESEARCH CORPORATION TECHNOLOGIES, INC.
Street Address:	6440 N SWAN ROAD SUITE 200
City:	TUCSON
State/Country:	ARIZONA
Postal Code:	85718

PROPERTY NUMBERS Total: 23

Property Type	Number
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PCT Number:	US2020178784
PCT Number:	US2020021490
PCT Number:	US2001006084
PCT Number:	US2006041193
PCT Number:	US2011263941

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Effective October 28, 2022, Integrated Endoscopy, Inc. ("**Grantor**" or "**Company**"), a California corporation and Research Technologies, Inc, a Delaware non-profit corporation ("**Lender**") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, enter into this Intellectual Property Security Agreement (this "**Agreement**"). Initially capitalized terms not otherwise expressly defined herein have the same meanings given them in the Loan Agreement (as defined below).

BACKGROUND

A. Lender is holder of a certain promissory note of the Company and is obligated to extend credit for a second promissory note (the "**Notes**") issued under that certain Loan & Security Agreement of even date herewith (the "**Loan Agreement**") and secured under that certain general grant of a security interest that is a part of the Loan Agreement.

B. To induce the Lender to lend to the Company and receive the Notes, Grantor desires to grant and pledge to the Lender, a security interest in Grantor's Intellectual Property Collateral (as defined below) to secure Grantor's obligations under the Loan Agreement. and Notes.

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreement and the Notes, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (collectively, "**Intellectual Property Collateral**"), without limitation, the following:

(a) all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, and all amendments, renewals, and extensions thereof (collectively, the "**Copyrights**");

(b) 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) the patents and patent applications set forth on **Exhibit A** attached hereto (collectively, the "**Patents**"), all patents issuing thereon, and any and all divisionals, continuations, renewals, reissues, extensions, continuations-in-part, and reexamination certificates thereof;

(d) all trademark rights, whether registered or not, applications to register and registrations of the same and like protections, all amendments, renewals, and extensions thereof, and the entire goodwill of the business of Grantor connected with and symbolized or represented by those trademark rights, including without limitation those set forth on **Exhibit B** attached hereto (collectively, the "**Trademarks**");

(e) the rights under any of the foregoing to bring claims for, and all claims for, damages for any past, present, or future infringement of any of the foregoing, and the right, but not the obligation, to sue for and collect damages for any such infringement;

(f) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from use thereof; and,

(g) 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. Upon Lender's request, Grantor authorizes the applicable government officials to record and register this Agreement or an abstract or excerpt thereof. Grantor authorizes Lender to: (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that Grantor obtains after the date of this Agreement; and (b) make appropriate supplemental filing to reflect such new Intellectual Property Collateral.

3. Rights of the Lender. All rights of the Lender and the security interest and lien granted hereunder, and all obligations of the Company hereunder, and the Lender' rights in the Intellectual Property Collateral shall be absolute and unconditional. The Lender will have a fully perfected security interest in the Collateral.

4. No Sale. Except as provided in the Loan Agreement, the Company will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Intellectual Property Collateral or any interest therein (including, without limitation, a security interest), without the prior written consent of the Lender except for sales in the ordinary course of business for fair value or as otherwise provided in the Loan Agreement.

5. No Liens. The Company will keep the Intellectual Property Collateral free from any adverse lien, security interest or encumbrance and shall not waste or destroy the Intellectual Property Collateral or any part thereof and shall not use the Intellectual Property Collateral in violation of any statute, ordinance or policy of insurance thereon.

6. Integral to Agreement; Assignment. This Agreement has been entered into under, in furtherance of, and supplements the Loan Agreement. This Agreement will be binding on and inures to the benefit of the parties hereto and their respective successors and assigns as permitted and provided in the Loan Agreement.

7. Execution in Counterparts. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the state of California, without regard to the choice of law rules of the state of California.


9. Release of Security Agreement. This Agreement is made for collateral purposes only. Upon payment in full of Grantor's liabilities and termination of the Notes, Lender shall execute and deliver to Grantor an instrument in such form as may be reasonably necessary to re-vest in Grantor full title to the Intellectual Property Collateral, including the Copyrights, Patents, and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties have each caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized Lenders to be effective the date first written above.

GRANTOR:

INTEGRATED ENDOSCOPY, INC.

DocuSigned by:

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By: Brad Sharp

Title: Chief Executive Officer

LENDER:

RESEARCH TECHNOLOGIES, INC.

By: _____

Christopher P. Martin

President, Medical Devices & CFO

IN WITNESS WHEREOF, the parties have each caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized Lenders to be effective the date first written above.

GRANTOR:

INTEGRATED ENDOSCOPY, INC.

By: Brad Sharp

Title: Chief Executive Officer

LENDER:

RESEARCH TECHNOLOGIES, INC.

By: Christopher P. Martin

Christopher P. Martin

President, Medical Devices & CFO