

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI725196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MOTUS GI, LLC	12/30/2024
MOTUS GI MEDICAL TECHNOLOGIES LTD.	12/30/2024
RECEIVING PARTY DATA	
Company Name:	HERCULES CAPITAL, INC.
Street Address:	1 North B Street, Suite 2000
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94401
PROPERTY NUMBERS Total: 29	
Property Type	Number
Application Number:	13703986
Application Number:	15107145
Application Number:	17569558
Application Number:	17105547
Application Number:	18391758
Application Number:	18287049
Patent Number:	9072469
Patent Number:	10080487
Patent Number:	10179202
Patent Number:	9895483
Patent Number:	10512718
Patent Number:	10022488
Patent Number:	11832794
Patent Number:	10265461
Patent Number:	11904085
Patent Number:	11185625
Patent Number:	10881277
Patent Number:	11484632
Patent Number:	10646108

Property Type	Number
Patent Number:	11849921
Patent Number:	10322226
Patent Number:	11446428
Patent Number:	9949618
Patent Number:	10925466
Patent Number:	11511034
Patent Number:	11246479
Application Number:	62764779
Patent Number:	11510554
Application Number:	13245976

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: 2025218721

Email: ipteam@coagencyglobal.com

Correspondent Name: Troy Jones

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2604971 TJ

NAME OF SUBMITTER: Troy Jones

SIGNATURE: Troy Jones

DATE SIGNED: 12/31/2024

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of December 30, 2024, is made by (a) MOTUS GI, LLC, a Delaware limited liability company (“Motus US”) and MOTUS GI MEDICAL TECHNOLOGIES LTD., a company organized under the laws of the state of Israel (“Motus ISR”, and together with Motus US, individually or collectively, as the context may require, “Grantor”), in favor of (b) HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, the “Administrative Agent”) for the ratable benefit of the Lenders party from time to time to the Loan Agreement (as defined below).

WHEREAS, the Grantor, the lenders from time to time party thereto, as lenders, and the Administrative Agent are parties to that Loan and Security Agreement, dated as of November 6, 2024, as amended by that certain First Amendment to Loan and Security Agreement dated as of December [20], 2024 (as has been and as may be further amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the “Loan Agreement”).

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement for recording with the United States Copyright Office (“USCO”) and the United States Patent and Trademark Office (“USPTO”).

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Intellectual Property Collateral” has the meaning set forth in Section 2.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in the Loan Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the prompt and complete payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Intellectual Property Collateral”):

(i) 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 in each case that are set forth in Schedule A hereto;

(ii) (A) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule B hereto; (B) all renewals and extensions thereof; and (C) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith; and

(iii) (A) all patent applications or issued patents in each case that are set forth in Schedule C hereto; and (B) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) and (ii), the security interest created hereby shall not extend to, and the term "Intellectual Property Collateral" shall not include, any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent to use trademark application pursuant to 15. U.S.C. Section 1060(a) (or any successor provision) such intent to use application shall constitute Intellectual Property Collateral.

SECTION 3 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Loan Documents, upon the request of the Administrative Agent, the Grantor shall promptly take such further action (other than making filings with the USCO or the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Administrative Agent in its reasonable discretion may deem necessary or advisable to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property Collateral, including any documents for filing with the USCO and the USPTO. The Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USCO and the USPTO.

SECTION 5 Administrative Agent's Duties. Notwithstanding any provision contained in this Agreement, the Administrative Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so except as expressly set forth in the Loan Documents. Except for and the accounting for moneys actually received by the Administrative Agent hereunder (and except as expressly set forth in the Loan Documents), the Administrative Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Loan Agreement.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Administrative Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Administrative Agent.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Register of Copyrights record this Agreement with the USCO and the Commissioner for Trademarks or the Commissioner for Patents, as applicable, record this Agreement with the USPTO.

SECTION 9 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent.

SECTION 10 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

SECTION 11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

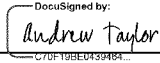
SECTION 12 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

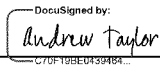
GRANTOR:

MOTUS GI, LLC

By:  _____
C: 0F19BE04394B4...

Name: Andrew Taylor
Title: Chief Financial Officer

MOTUS GI MEDICAL TECHNOLOGIES LTD.

By:  _____
C: 0F19BE04394B4...

Name: Andrew Taylor
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 069708 FRAME: 0966

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

MOTUS GI, LLC

By: _____

Name:

Title:

MOTUS GI MEDICAL TECHNOLOGIES LTD.

By: _____

Name:

Title:

ADMINISTRATIVE AGENT:

HERCULES CAPITAL, INC.

By:  _____

Name: Jennifer Choe

Title: Deputy General Counsel, Portfolio
Transactions

SCHEDULE A

Registered U.S. Copyrights of the Grantor

N/A

Pending U.S. Copyright Applications of the Grantor

N/A

SCHEDULE B

Registered U.S. Trademarks of the Grantor

<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>
Motus GI, LLC.	5266625	08/15/2017	USA	MOTUS GI
Motus GI, LLC	5277012	8/29/2017	USA	PURE-VU

Pending U.S. Trademark Applications of the Grantor

N/A

SCHEDULE CRegistered Patents.

<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Jurisdiction</u>	<u>Patent Title</u>
Motus GI Medical Technologies Ltd.	9,072,469	07/07/2015	1 Nov 27	USA	Endoscopic device insertable into a body cavity into a body cavity and movable in a predetermined direction, and method of moving the endoscopic device in the body cavity.
Motus GI Medical Technologies Ltd.	10,080,487	09/25/2018	1 Nov 27	USA	Endoscopic device insertable into a body cavity into a body cavity and movable in a predetermined direction, and method of moving the endoscopic device in the body cavity.
Motus GI Medical Technologies Ltd.	10,179,202	01/15/2019	1 Jan 31	USA	Systems & methods for cleaning body cavities & for endoscopic steering.
Motus GI Medical Technologies Ltd.	2,523,705	1/1/2010	1 Jan 31	EU	Systems & methods for cleaning body cavities & for endoscopic steering.

Motus GI Medical Technologies Ltd.	5,819,854	1/1/2010	1 Jan 31	Japan	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	9,895,483	02/20/2018	1 Jan 31	USA	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	10,512,718	12/24/2019	1 Jan 31	USA	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	10,022,488	07/17/2018	1 Jan 31	USA	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	2,523,704	1/1/2010	1 Jan 31	EU	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	6,007,451	6/1/2010	1 Jun 31	Japan	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	6,362,640	6/1/2010	1 Jun 31	Japan	System & methods for cleaning body cavities.

Motus GI Medical Technologies Ltd.	11,832,794	12/05/2023	1 Jun 31	USA	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	2,579,914	6/1/2010	1 Jun 31	EU	System & methods for cleaning body cavities.
Motus GI Medical Technologies Ltd.	10,265,461	04/23/2019	1 Aug 34	USA	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	3038668	8/1/2013	1 Aug 34	EU	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	7,025,118	8/1/2013	1 Aug 34	Japan	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	726,121,7	8/1/2013	1 Aug 34	Japan	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	61/871/463	8/1/2013	Divisional	Japan	Colon cleaning system with automatic self purging features.

Motus GI Medical Technologies Ltd.	11,904,085	02/20/2024	1 Aug 34	USA	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	23174673.6	8/1/2013	Divisional	EU	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	11,185,625	11/30/2021	1 Aug 34	USA	Colon cleaning system with automatic self purging features.
Motus GI Medical Technologies Ltd.	6,478,999	11/1/2013	1 Nov 34	JAPAN	Distal front end for coordinated positioning of an endoscope with suction device.
Motus GI Medical Technologies Ltd.	10,881,277	01/05/2021	1 Nov 34	USA	Distal front end for coordinated positioning of an endoscope with suction device.
Motus GI Medical Technologies Ltd.	201680002365.5	5/15/2015	15 May 36	China	Distal front end for coordinated positioning of an endoscope with suction device.
Motus GI Medical Technologies Ltd.	3302219	5/15/2015	15 May 36	EU	Distal front end for coordinated positioning of an endoscope with suction device.

Motus GI Medical Technologies Ltd.	202011107791.X	5/15/2015	Divisional	China	Distal front end for coordinated positioning of an endoscope with suction device.
Motus GI Medical Technologies Ltd.	6,816,863	5/15/2015	15 May 36	JAPAN	Distal front end for coordinated positioning of an endoscope with suction device.
Motus GI Medical Technologies Ltd.	3,082,896	12/1/2013	1 Dec 34	EU	Colon Cleaning Devices and Methods
Motus GI Medical Technologies Ltd.	11,484,632	11/01/2022	1 Dec 34	USA	Colon Cleaning Devices and Methods
Motus GI Medical Technologies Ltd.	3,456,365	12/1/2013	1 Dec 34	EU	Colon Cleaning Devices and Methods
Motus GI Medical Technologies Ltd.	6,486,934	12/1/2013	1 Dec 34	Japan	Colon Cleaning Devices and Methods
Motus GI Medical Technologies Ltd.	10,646,108	05/12/2020	1 Dec 34	USA	Ancillary vacuum module usable with an endoscope.

Motus GI Medical Technologies Ltd.	3,086,702	12/1/2013	1 Dec 34	EU	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	3,485,796	12/1/2013	1 Dec 34	EU	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	6,741,351	12/1/2013	1 Dec 34	Japan	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	11,849,921	12/26/2023	1 Dec 34	USA	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	19126344/1	12/1/2013	1 Dec 34	HK	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	6,461,157	12/1/2013	1 Dec 34	Japan	Ancillary vacuum module usable with an endoscope.
Motus GI Medical Technologies Ltd.	10,322,226	06/18/2019	1 Apr 35	USA	Cleaning method for prep less colonoscopy.

Motus GI Medical Technologies Ltd.	11,446,428	09/20/2022	1 Apr 35	USA	Cleaning method for prep less colonoscopy.
Motus GI Medical Technologies Ltd.	3,128,893	4/1/2014	1 Apr 35	EU	Cleaning method for prep less colonoscopy.
Motus GI Medical Technologies Ltd.	6,656,161	4/1/2014	1 Apr 35	Japan	Cleaning method for prep less colonoscopy.
Motus GI Medical Technologies Ltd.	9,949,618	04/24/2018	1 Nov 34	USA	Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	201580037467.6	6/1/2014	1 Jun 35	China	Apparatus & method for coupling between a colonoscope & add-on tubes. Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	3,079,556	6/1/2014	1 Jun 35	EU	Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	6,253,796	6/1/2014	1 Jun 35	Japan	Apparatus & method for coupling between a colonoscope & add-on tubes.

Motus GI Medical Technologies Ltd.	6,573,951	6/1/2014	1 Jun 35	Japan	Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	201810576718.3	6/1/2014	1 Jun 35	China	Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	10,925,466	02/23/2021	1 Nov 34	USA	Apparatus & method for coupling between a colonoscope & add-on tubes.
Motus GI Medical Technologies Ltd.	11,511,034	11/29/2022	19 Mar 38	USA	Colon system without collapse
Motus GI Medical Technologies Ltd.	18770424.2	3/19/2017	19 Mar 38	EU	Colon system without collapse
Motus GI Medical Technologies Ltd.	201880028254.0	3/19/2017	19 Mar 38	China	Colon system without collapse
Motus GI Medical Technologies Ltd.	11,246,479	02/15/2022	16 Aug 39	USA	Integrated system

Motus GI Medical Technologies Ltd.	19850154.6	8/16/2018	16 Aug 39	EU	Integrated system
Motus GI Medical Technologies Ltd.	62/764,779	8/16/2018	Continuation	USA	Integrated system
Motus GI Medical Technologies Ltd.	201980067734.2	8/16/2018	16 Aug 39	China	Integrated system
Motus GI Medical Technologies Ltd.	11,510,554	11/29/2022	19 Aug 40	USA	Plug for endoscope attachment tip

Patent Applications

Applicant	Application No.	Filing Date	Jurisdiction	Patent Name
Motus GI Medical Technologies Ltd.	13/245976	09/27/2011	USA	ENDOSCOPIC DEVICE INSERTABLE INTO A BODY CAVITY AND MOVABLE IN A PREDETERMINED DIRECTION, AND METHOD OF MOVING THE ENDOSCOPIC

				DEVICE IN THE BODY CAVITY
Motus GI Medical Technologies Ltd.	13/703986	06/13/2011	USA	SYSTEMS AND METHODS FOR CLEANING BODY CAVITIES
Motus GI Medical Technologies Ltd.	15/107145	12/16/2014	USA	COLON CLEANING DEVICES AND METHODS
Motus GI Medical Technologies Ltd.	17/569558	01/06/2022	USA	INTEGRATED ENDOSCOPE CLEANSING SYSTEM
Motus GI Medical Technologies Ltd.	17/105,547	11/26/2020	USA	DISTAL FRONT END FOR COORDINATED POSITIONING OF AN ENDOSCOPE WITH A SUCTION DEVICE
Motus GI Medical Technologies Ltd.	18/391758	12/21/2023	USA	ANCILLARY VACUUM MODULE USABLE WITH AN ENDOSCOPE
Motus GI Medical Technologies Ltd.	18/287,049	6/2/2022	USA	DEVICE AND METHOD FOR COVERING AN ENDOSCOPE WITH A SLEEVE