

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cervel Neurotech, Inc.		04/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	2350 Mission College Blvd., Suite 988		
Internal Address:	Attn: Linda LeBeau, Managing Director		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85608399	CERVEL NEUROTECH	
Serial Number:	85608390	CERVEL NEUROTECHNOLOGY	
Serial Number:	85608374	CERVEL	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	381874-4		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 85608399

Signature:	/s/ Troy Zander
Date:	04/23/2013
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 12, 2013 by and between EAST WEST BANK ("Bank") and CERVEL NEUROTECH, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 12, 2013 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

1184 Triton Drive, Suite 200  
Foster City, CA 94404  
Attn: Chief Executive Officer

GRANTOR:

CERVEL NEUROTECH, INC.

By: 

Title: CEO

Address of Bank:

2350 Mission College Blvd., Suite 888  
Santa Clara, CA 95054  
Attn: Linda LeBeau, Managing Director  
FAX: (408) 588-9688

BANK:

EAST WEST BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property 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.

Address of Grantor:

1164 Triton Drive, Suite 200  
Foster City, CA 94404  
Attn: Chief Executive Officer

Address of Bank:

2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Attn: Linda LeBeau, Managing Director  
FAX: (408) 588-9688

GRANTOR:

CERVEL NEUROTECH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

EAST WEST BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Mark L. Horn**  
**Senior Vice President**

**[Signature Page to Intellectual Property Security Agreement]**

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/ File Date</u>
Monophasic multi-coil arrays for transcranial magnetic stimulation	12185544	8/4/08
Device and method for treating hypertension via non-invasive neuromodulation	12669882	6/2/10
Firing patterns for deep brain transcranial magnetic stimulation	12670938	6/17/10
Gantry and switches for position-based triggering of tms pulses in moving coils	12671260	6/17/10
Focused magnetic fields	12677220	9/16/10
Intra-session control of transcranial magnetic stimulation	12680749	7/14/10
Transcranial magnetic stimulation with protection of magnet-adjacent structures	12680912	9/14/10
Control and coordination of transcranial magnetic stimulation electromagnets for modulation of deep brain targets	12701395	2/5/10
Transcranial magnetic stimulation field shaping	12838299	7/16/10
Sub-motor-threshold stimulation of deep brain targets using transcranial magnetic stimulation	12912650	10/26/10
Transcranial magnetic stimulation by enhanced magnetic field perturbations	12990235	11/30/10
Shaped coils for transcranial magnetic stimulation	13141100	8/1/11
Enhanced spatial summation for deep-brain transcranial magnetic stimulation	13169967	6/27/11
Display of modeled magnetic fields	8265910	9/11/12
Transcranial magnet stimulation of deep brain targets	8267850	9/18/12
Power management in transcranial magnetic stimulators	13512496	9/17/12
Transcranial magnetic stimulation of deep brain targets	13586640	8/15/12
Neuromodulation of deep brain targets by transcranial magnetic stimulation enhanced by transcranial direct current stimulation	13636022	12/21/12
Transcranial magnetic stimulation for altering susceptibility of tissue to pharmaceuticals and radiation	13808806	1/7/13
Concurrent stimulation of deep and superficial brain regions	PCT/US2012/047241	7/18/12
Hinged transcranial magnetic stimulation array for novel coil alignment	61642290	5/3/12
Repetitive transcranial magnetic stimulation system and methods of use	61/642,975	5/4/12
Treatment of degenerative brain disorders using transcranial magnetic stimulation	61/710,587	10/5/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CERVEL NEUROTECH	85608399	4/25/12
CERVEL NEUROTECHNOLOGY	85608390	4/25/12
CERVEL	85608374	4/25/12

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