

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catheter Research, Inc.		07/08/2015	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	135 N. Pennsylvania Street, Suite 900		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5035233	DRIVEN TO INNOVATE... FOCUSED ON CARE	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	8013283131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	65669/14		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	02/19/2020		
Total Attachments: 14			
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GENERAL SECURITY AGREEMENT

This General Security Agreement (the "*Security Agreement*" or "*Agreement*") is dated as of July 8, 2015, between **CATHETER RESEARCH, INC.**, an Indiana corporation, and **MATRIX MEDTECH ACQUISITION, INC.**, an Indiana corporation (collectively, the "*Debtor*"), with its mailing address as set forth in Section 12(b) hereof, and **BMO HARRIS BANK N.A.**, a national banking association (the "*Secured Party*"), with its mailing address as set forth in Section 12(b) hereof.

PRELIMINARY STATEMENT

A. The Debtor has requested that the Secured Party extend credit or otherwise make financial accommodations available to or for the account of the Debtor, Catheter Research (CRI) Limited, Matrix Medtech Ireland Limited and Catheter Research S.R.L.

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of the Debtor, the Secured Party requires, among other things, that the Debtor grant the Secured Party a security interest in the Debtor's personal property described herein subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. Each Debtor hereby grants to the Secured Party, for the benefit of itself and as representative for the benefit of its affiliates, a lien on and security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of the Debtor, whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following:

- (a) Accounts (including Health-Care-Insurance Receivables, if any);
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;

(i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(j) Inventory;

(k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(l) Fixtures;

(m) Commercial Tort Claims (as described on Schedule G hereto or on one or more supplements to this Agreement);

(n) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(o) Monies, personal property, and interests in personal property of the Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Party, or any agent or affiliate of the Secured Party, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;

(p) Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;


(q) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

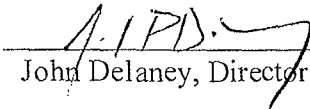
all of the foregoing being herein sometimes referred to as the "*Collateral*". All terms which are used in this Agreement which are defined in the Uniform Commercial Code of the State of Indiana as in effect from time to time ("*UCC*") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

IN WITNESS WHEREOF, the Debtor has caused this General Security Agreement to be duly executed and delivered in Indianapolis, Indiana, as of the date and year first above written.

CATHETER RESEARCH, INC.


By: 
Phil Sheingold, Chief Executive Officer

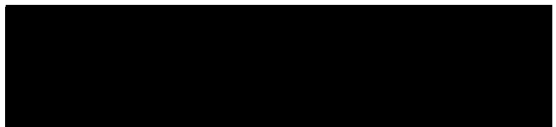
MATRIX MEDTECH ACQUISITION, INC.

By: 
John Delaney, Director

Accepted and agreed to in Indianapolis, Indiana, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: 
Fred Briggeman, Vice President



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Phil Sheingold, by me known and by me known to be the Chief Executive Officer of Catheter Research, Inc., who acknowledged the execution of the foregoing "General Security Agreement" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 2ND day of JULY, 2015.

Carolyn R. Dowd
Notary Public
CAROLYN R. Dowd
(Printed Signature)

My Commission Expires:
04/22/2022

My County of Residence:
HENDRICKS



SCHEDULE D

INTELLECTUAL PROPERTY RIGHTS

<u>Patents</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Steerable Stylet	6,652,491	November 25, 2003

<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
CRI	4,205,469	September 11, 2012
Miller Advance	4,744,032	May 26, 2015

FIRST AMENDMENT TO GENERAL SECURITY AGREEMENT

THIS FIRST AMENDMENT TO GENERAL SECURITY AGREEMENT (the "*Amendment*") is dated as of this 14th day of March, 2017, by and among **CATHETER RESEARCH, INC.**, an Indiana corporation ("*CRI*"), **MATRIX MEDTECH ACQUISITION, INC.**, an Indiana corporation ("*Matrix*"), **CATHETER RESEARCH (CRI) LIMITED**, an Ireland private company ("*CRI Ireland*"), **MATRIX MEDTECH IRELAND LIMITED**, an Ireland private company ("*Matrix Ireland*"), and **CATHETER RESEARCH S.R.L.**, a Costa Rica Sociedad de Responsabilidad Limitada ("*CRI Costa Rica*" and together with CRI, Matrix, CRI Ireland, Matrix Ireland, collectively, the "*Debtor*"), to **BMO HARRIS BANK N.A.** (the "*Secured Party*").

PRELIMINARY STATEMENTS

A. Debtor and Secured Party have entered into that certain Credit Agreement dated as of July 8, 2015 (as amended, restated or otherwise modified from time to time, the "*Credit Agreement*").

B. In connection with the Credit Agreement, CRI and Matrix executed that certain General Security Agreement, dated as of July 8, 2015, pursuant to which CRI and Matrix granted a lien to Secured Party on all their assets to secure the payment and performance of all Obligations (as defined in the Credit Agreement).

C. As of the date hereof, Debtor and Secured Party are executing that certain Fifth Amendment to Credit Agreement, pursuant to which Secured Party agrees to amend certain terms and provisions of the Credit Agreement as requested by the Debtor (the "*Fifth Amendment*").

D. It is a condition precedent to the obligation of Secured Party to execute the Fifth Amendment that the Debtor shall have executed this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

2. In order to secure payment of the Obligations, whether now existing or hereafter arising, CRI Ireland, Matrix Ireland and CRI Costa Rica do hereby grant to the Secured Party, for the benefit of itself and as representative for the benefit of its affiliates, a lien on and security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of such Debtor,

whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following:

- (a) Accounts (including Health-Care-Insurance Receivables, if any);
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;
- (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);
- (j) Inventory;
- (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);
- (l) Fixtures;
- (m) Commercial Tort Claims;
- (n) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;
- (o) Monies, personal property, and interests in personal property of such Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Party, or any agent or affiliate of the Secured Party, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;

(p) Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(q) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

all of the foregoing being also deemed to be “*Collateral*” under the Security Agreement.

4. The lien and security interest herein granted and provided for is made and given to secure, and shall secure, the payment and performance of all Obligations.

5. The Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Secured Party may deem necessary or proper to carry out more effectively the purposes of this Amendment.

6. All references in the Security Agreement to “*Debtor*” shall mean CRI, Matrix, CRI Ireland, Matrix Ireland and CRI Costa Rica collectively, on a joint and several basis. The Security Agreement, as amended hereby, remains in full force and effect in accordance with its terms and provisions and is hereby ratified and confirmed.

7. No reference to this Amendment need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such items to be deemed a reference to the Security Agreement as amended hereby. The Debtor acknowledges that this Amendment shall be effective upon its execution and delivery by the Debtor to the Secured Party, and it shall not be necessary for the Secured Party to execute this Amendment or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

8. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana (without regard to principles of conflicts of law).

9. This Amendment may be executed in counterparts and by different parties on separate counterpart signature pages, each of which constitutes an original and all of which taken together constitute one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e mail transmission of an Adobe portable document format file (also known as a “PDF” file) shall be effective as delivery of a manually executed counterpart hereof.

Notwithstanding the foregoing, the Debtor shall deliver an original executed copy of this Amendment to Secured Party immediately following its execution hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized signatories as of the first date set forth above.

Secured Party:

BMO HARRIS BANK N.A.,
a national banking association

By: 
PHILIP LIN, VICE PRESIDENT

Debtor:

CATHETER RESEARCH, INC.

BY: _____
PHIL SHEINGOLD, CHIEF EXECUTIVE OFFICER

MATRIX MEDTECH ACQUISITION, INC.

BY: _____
JOHN DELANEY, DIRECTOR

CATHETER RESEARCH (CRI) LIMITED

BY: _____
JOHN DELANEY, DIRECTOR

MATRIX MEDTECH IRELAND LIMITED

BY: _____
JOHN DELANEY, DIRECTOR

CATHETER RESEARCH S.R.L.

BY: _____
JOHN DELANEY, MANAGER

[Signature Page to First Amendment to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective authorized signatories as of the first date set forth above.

Secured Party:

BMO HARRIS BANK N.A.,
a national banking association

By: _____
PHILIP LIN, VICE PRESIDENT

Debtor:

CATHETER RESEARCH, INC.

BY: _____
PHIL SHEINGOLD, CHIEF EXECUTIVE OFFICER

MATRIX MEDTECH ACQUISITION, INC.

BY: _____
JOHN DELANEY, DIRECTOR

CATHETER RESEARCH (CRI) LIMITED

BY: _____
JOHN DELANEY, DIRECTOR

MATRIX MEDTECH IRELAND LIMITED

BY: _____
JOHN DELANEY, DIRECTOR

CATHETER RESEARCH S.R.L.

BY: _____
JOHN DELANEY, MANAGER

[Signature Page to First Amendment to Security Agreement]

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Phil Sheingold, the Chief Executive Officer of Catheter Research, Inc., an Indiana corporation, and acknowledged the execution of the foregoing "First Amendment to General Security Agreement" for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this 14th day of MARCH, 2017.

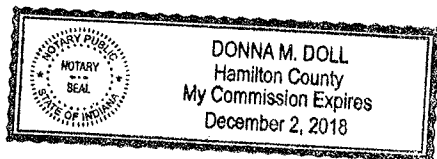
J. P. Delaney
Notary Public
JOHN P. DELANEY
(Printed Signature)

My Commission Expires:
JAN 4, 2019
My County of Residence:
MARION
COMMISSION NO.
623323

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Delaney, Director, of Matrix Medtech Acquisition, Inc., an Indiana corporation, and acknowledged the execution of the foregoing "First Amendment to General Security Agreement" for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this 14th day of March, 2017.



Donna M. Doll
Notary Public
(Printed Signature)

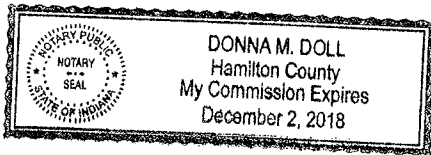
My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Delaney, Director of Catheter Research (CRI) Limited, an Ireland private company and acknowledged the execution of the foregoing "First Amendment to General Security Agreement" for and on behalf of such private company.

WITNESS my hand and Notarial Seal this 14th day of March, 2017.



Donna M. Doll

Notary Public

(Printed Signature)

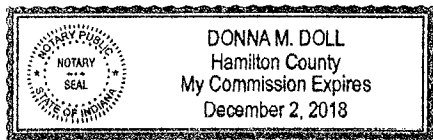
My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Delaney, Director of Matrix Medtech Ireland Limited, an Ireland private company, and acknowledged the execution of the foregoing "First Amendment to General Security Agreement" for and on behalf of such private company.

WITNESS my hand and Notarial Seal this 14th day of March, 2017.



Donna M. Doll

Notary Public

(Printed Signature)

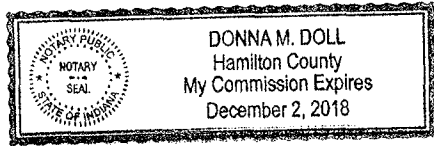
My Commission Expires:

My County of Residence:

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Delaney, Manager of Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and acknowledged the execution of the foregoing "First Amendment to General Security Agreement" for and on behalf of such Sociedad de Responsabilidad Limitada.

WITNESS my hand and Notarial Seal this 14th day of March, 2017.



Donna M. Doll

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

[Signature Page to First Amendment to Security Agreement]