

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBT Medical, Inc.		11/02/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	161 BAY STREET, SUITE 4410		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J2S1		
Entity Type:	Authorized Foreign Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88286917	SAPHSTIM	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	3144447600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Bridget Hoy		
Address Line 1:	600 WASHINGTON AVE., STE. 2500		
Address Line 2:	BOX IP DEPT		
Address Line 4:	ST. LOUIS, MISSOURI 63101		
NAME OF SUBMITTER:	Bridget Hoy		
SIGNATURE:	/Bridget Hoy/		
DATE SIGNED:	11/06/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 2nd day of _ November , 2020, by and between **SILICON VALLEY BANK**, an authorized foreign bank under the Bank Act (Canada) ("Bank") and **EBT MEDICAL, INC.**, a Corporation organized under the federal laws of Canada ("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 among Bank, Grantor and EBT Medical US, Inc., dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Unless otherwise specified, capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to the Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, a security interest in its Intellectual Property Collateral (as defined below) to secure the obligations.

C. 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 Intellectual Property 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 Grantor's obligations to Bank under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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

(a) Any and 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and 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) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the “Industrial Designs”);

(g) All mask works or similar rights available for the protection of integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “Mask Works”);

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Industrial Designs or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank .

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

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.

GRANTOR:

EBT MEDICAL, INC.

By: *K*

Name: Keith Carlton

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: *Tyler Kirk*

Name: Tyler Kirk

Title: Vice-President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Nil		

EXHIBIT B

Patents

<u>Owner</u>	<u>Application / Patent No.</u>	<u>Title/Description</u>
EBT Medical, Inc.	10,549,087 US	Systems and Methods of Enhancing Electrical Activation of Nervous Tissue
EBT Medical, Inc.	14865099.7 EP	Systems and Methods of Enhancing Electrical Activation of Nervous Tissue
EBT Medical, Inc.	2,931,799 CA	Systems and Methods of Enhancing Electrical Activation of Nervous Tissue
EBT Medical, Inc.	9,610,442 US	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	2016265904 AU	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	2986467 CA	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	2016800427875 CN	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	16795603.6 EP	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	201727046062 IN	Systems and Methods for Treatment of Urinary Dysfunction
EBT Medical, Inc.	2018-512457 JP	Systems and Methods for Treatment of Urinary Dysfunction

<u>Owner</u>	<u>Application / Patent No.</u>	<u>Title/Description</u>
EBT Medical, Inc.	9,884,187 US	Method for Treating a Patient Having a Pelvic Floor Dysfunction or Disorder
EBT Medical, Inc.	10,556,107 US	Systems, Methods, and Kits for Lower Limb treatment of Overactive Bladder
EBT Medical, Inc.	3034123 CA	Systems, Methods, and Kits for Lower Limb treatment of Overactive Bladder
EBT Medical, Inc.	17840670.8 EP	Systems, Methods and Kits for Peripheral Nerve Stimulation National
EBT Medical, Inc.	10,286,210 US	Methods for Improved Treatment of Overactive Bladder
EBT Medical, Inc.	10,722,709 US	Method for Treating a Patient Having a Pelvic Floor Dysfunction or Overactive Bladder Disorder
EBT Medical, Inc.	10,751,535 US	Systems and Methods for Assessing Pelvic Floor Disorder Therapy
EBT Medical, Inc.	16/025,496 US	Systems and Methods for Providing Patient Signaling and Contingent Stimulation
EBT Medical, Inc.	16/193,894 US	Percutaneous and Transcutaneous Peripheral Neuromodulation
EBT Medical, Inc.	16/228,204 US	System for Improving Neurostimulation Compliance
EBT Medical, Inc.	16/397,074 US	Neuromodulation System

<u>Owner</u>	<u>Application / Patent No.</u>	<u>Title/Description</u>
EBT Medical, Inc.	16/734,646 US	TREATMENT OF PELVIC FLOOR DISORDERS USING TARGETED LOWER LIMB NERVE STIMULATION
EBT Medical, Inc.	16/773,385 US	Method for Treating a Patient Having a Pelvic Floor Dysfunction
EBT Medical, Inc.	15/929478 US	Neuromodulation System
EBT Medical, Inc.	16/946,458 US	SYSTEMS, METHODS AND KITS FOR PERIPHERAL NERVE STIMULATION
EBT Medical, Inc.	16/946,816 US	Improved Systems and Methods for Assessing Pelvic Floor Disorder Therapy
EBT Medical, Inc.	63/052192 US	Wearable Nerve Stimulation System with Improved Nerve Recruitment

EXHIBIT C

Trademarks

US Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
SaphStim™ - pending	88286917	February 2, 2019

Canadian Trademarks:

<u>Description</u>	<u>Application Number</u>	<u>Owner</u>
SaphStim™ - pending	N/A	N/A

EXHIBIT D

Industrial Designs

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Nil		

EXHIBIT E
Mask Works

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
Nil		

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