

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
Intrapace, Inc.		12/31/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	83 Wooster Heights
Internal Address:	Fifth Floor
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	85306062	MY.ABILITI
Registration Number:	3772659	ABILITI
Registration Number:	3525921	INTRAPACE
Registration Number:	3730149	RESHAPING LIVES

**CORRESPONDENCE DATA**

Fax Number: (804)698-2007  
 Phone: 804-775-1071  
 Email: rvance@mcguirewoods.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Robin C. Vance  
 Address Line 1: 901 E. Cary Street  
 Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER:	2060236-0022
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OP \$115.00 85306062

NAME OF SUBMITTER:	Robin C. Vance
Signature:	/Robin C. Vance/
Date:	03/12/2012
<b>Total Attachments: 9</b> source=Intrapace - Updated IP Security Agreement#page1.tif source=Intrapace - Updated IP Security Agreement#page2.tif source=Intrapace - Updated IP Security Agreement#page3.tif source=Intrapace - Updated IP Security Agreement#page4.tif source=Intrapace - Updated IP Security Agreement#page5.tif source=Intrapace - Updated IP Security Agreement#page6.tif source=Intrapace - Updated IP Security Agreement#page7.tif source=Intrapace - Updated IP Security Agreement#page8.tif source=Intrapace - Updated IP Security Agreement#page9.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of December 31, 2010, is made by **INTRAPACE, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (the "**Agent**").

**W I T N E S S E T H:**

**WHEREAS**, Grantor, Agent and certain other financial institutions from time to time as party thereto as lenders ("**Lenders**") are parties to the Loan and Security Agreement, dated as of December 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lenders have agreed to provide to Grantor certain loans and other extensions of credit in accordance with the terms and conditions thereof; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and to induce Agent and Lenders to enter into the Loan Agreement and to induce Lenders to make extensions of credit to Grantor under the Loan Agreement, Grantor hereby agrees with Agent and Lenders and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Intellectual Property Collateral**"):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those owned by Grantor referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those owned by Grantor referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature Pages Follow]*

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**INTRAPACE, INC.**

By: 

Name: Gary Castro

Title: Vice President of Finance and  
Administration

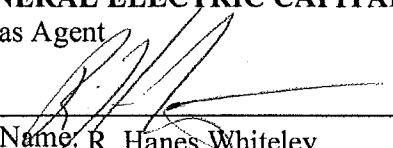
INTRAPACE, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**

**REEL: 004734 FRAME: 0882**

ACCEPTED AND AGREED  
as of the date first above written:

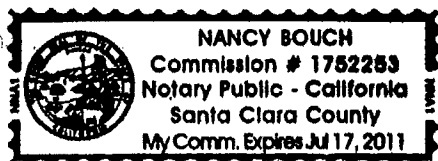
**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:   
Name: R. Hanes Whiteley  
Title: Duly Authorized Signatory

**Jurat of Grantor**

STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF SANTA CLARA    )

WITNESS my hand and official seal. On this 28th day of December, 2010 before me, Nancy Bouch, personally appeared Gary Castro, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IntraPace, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



(Seal)

*Nancy Bouch*  
\_\_\_\_\_  
Nancy Bouch, Notary Public

INTRAPACE, INC.  
ACKNOWLEDGEMENT OF GRANTOR  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004734 FRAME: 0884**



**Schedule 1**  
to  
**Intellectual Property Security Agreement**

COPYRIGHTS

NONE

**Schedule 2**  
to  
**Intellectual Property Security Agreement**

US Issued Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABILITI	3,772,659	April 6, 2010
INTRAPACE	3,525,921	October 28, 2008
RESHAPING LIVES	3,730,149	December 22, 2009

Foreign Issued Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABILITI	Australia	1274827	April 23, 2009
ABILITI	Canada	TMA797,779	May 17, 2011
ABILITI	European Community	7442098	July 21, 2009
ABILITI	Switzerland	586913	December 4, 2008
INTRAPACE	European Community	5589304	November 21 2007
INTRAPACE	Mexico	981813	January 8, 2007
RESHAPING LIVES	Australia	1275730	November 11, 2009
RESHAPING LIVES	Brazil	830149503	February 8, 2011
RESHAPING LIVES	Brazil	830149490	February 8, 2011
RESHAPING LIVES	Canada	TMA781,014	October 28, 2010
RESHAPING LIVES	European Community	5613261	February 5, 2008
RESHAPING LIVES	Switzerland	64810/2008	December 4, 2008

US Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
MY.ABILITI	85/306,062	April 27, 2011

Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ABILITI	Brazil	830192816	February 16, 2009
MY.ABILITI	European Community	10337351	October 13, 2011

**Schedule 3**  
to  
**Intellectual Property Security Agreement**

**US ISSUED PATENTS**

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Gastric treatment and diagnosis device and method	US6535764	2003-03-18
Gastric anchor and method	US7016735	2006-03-21
Gastric device and suction assisted method for implanting a device on a stomach wall	US7020531	2006-03-28
Gastrointestinal stimulation device	US7054690	2006-05-30
Gastric device and instrument system and method	US7076305	2006-07-11
Aendoscopic instrument system@	US7107100	2006-09-12
Method and device for securing a functional device to a stomach	US7120498	2006-10-10
Endoscopic instrument for engaging a device	US7371215	2008-05-13
Device and method for treating obesity	US7430450	2008-09-30
Endoscopic instrument system for implanting a device in the stomach	US7483754	2009-01-27
Gastric treatment/diagnosis device and attachment device and method	US7509174	2009-03-24
Method and devices for stimulation of an organ with the use of a transectionally placed guide wire	US7509175	2009-03-24
Endoscopic system for attaching a device to a stomach	US7590452	2009-09-15
Randomized stimulation of a gastrointestinal organ	US7616996	2009-11-10
Abdominally implanted stimulator and method	US7643887	2010-01-05
Radially expandable gastrointestinal stimulation device	US7676270	2010-03-09
Pseudounipolar lead for stimulating a digestive organ	US7689284	2010-03-30
Responsive gastric stimulator	US7702394	2010-04-20
Digestive organ retention device	US7747322	2010-06-29
Gastric stimulation anchor and method	US7756582	2010-07-13
Endoscopic device delivery system	US7920921	2011-04-05
Digestive organ retention device	US7979127	2011-07-12
Gastric device and endoscopic delivery system	US8019422	2011-09-13
Randomized stimulation of a gastrointestinal organ	US8032223	2011-10-04

**Schedule 4**  
to  
**Intellectual Property Security Agreement**

**US PATENT APPLICATIONS**

<b>Title</b>	<b>Serial Number</b>	<b>Filing Date</b>
Submucosal gastric implant device and method	10/109,296	03-26-2002
Endoscopic instrument for engaging a device	11/939,490	11-13-2007
Sensor driven gastric stimulation for patient management	12/145,430	06-24-2008
Gastric stimulation systems and methods utilizing a transgastric probe	12/176,950	07-21-2008
Gastric treatment/diagnosis device and attachment device and method	12/236,267	09-23-2008
Methods and devices for stimulation of an organ with the use of a transectionally placed guide wire	12/236,395	09-23-2008
Endoscopic instrument system for implanting a device in the stomach	12/340,565	12-19-2008
Gastric treatment/diagnosis device and attachment device and method	12/370,014	02-12-2009
Gastrointestinal anchor in optimal surface area	12/435,278	05-04-2009
Endoscopic system for attaching a device to a stomach	12/537,374	08-07-2009
Lead access	12/568,920	09-29-2009
Responsive gastric stimulator	12/581,730	10-19-2009
Detection of food or drink consumption in order to control therapy or provide diagnostics	12/637,452	12-14-2009
Endoscopic forceps with removable handle	12/705,181	02-12-2010
Responsive gastric stimulator	12/722,979	03-12-2010
Feedback systems and methods for communicating diagnostic and/or treatment signals to enhance obesity treatments	12/754,435	04-05-2010
Feedback systems and methods to enhance obstructive and other obesity treatments	12/754,439	04-05-2010
Gastric stimulation anchor and method	12/795,389	06-07-2010
Diagnostic sensors and/or treatments for gastrointestinal stimulation or monitoring devices	12/879,523	09-10-2010
Endoscopic device delivery system	13/049,329	03-16-2011
Feedback systems and methods to enhance obstructive and other obesity treatments, optionally using multiple sensors	13/250,757	09-30-2011
Event evaluation using heart rate variation for ingestion monitoring and therapy	13/315,091	12-08-2011

**TRADEMARK**