

## 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
The Smart Pill Corporation		11/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3335711	MOTILIGI	
Serial Number:	76667750	SMARTBAR	
Registration Number:	3438625	SMARTPILL	
Registration Number:	3291659	THE MEASURE OF GI HEALTH	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.108		

OP \$115.00 3335711

NAME OF SUBMITTER:	Valerie Brennan
Signature:	/VB/
Date:	09/21/2012
<b>Total Attachments: 15</b> source=The Smart Pill to GE IP Security Agreement##page1.tif source=The Smart Pill to GE IP Security Agreement##page2.tif source=The Smart Pill to GE IP Security Agreement##page3.tif source=The Smart Pill to GE IP Security Agreement##page4.tif source=The Smart Pill to GE IP Security Agreement##page5.tif source=The Smart Pill to GE IP Security Agreement##page6.tif source=The Smart Pill to GE IP Security Agreement##page7.tif source=The Smart Pill to GE IP Security Agreement##page8.tif source=The Smart Pill to GE IP Security Agreement##page9.tif source=The Smart Pill to GE IP Security Agreement##page10.tif source=The Smart Pill to GE IP Security Agreement##page11.tif source=The Smart Pill to GE IP Security Agreement##page12.tif source=The Smart Pill to GE IP Security Agreement##page13.tif source=The Smart Pill to GE IP Security Agreement##page14.tif source=The Smart Pill to GE IP Security Agreement##page15.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of November 19, 2010, is made by THE SMART PILL CORPORATION, a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

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

**WHEREAS**, pursuant to the Loan and Security Agreement, dated as of November 19, 2010 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; 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 the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent 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 know-how and rights under any written agreement granting any right to use trade secrets and/or know-how;

(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 derivative works, renewals, reversions and extensions of the foregoing;

(c) all of its trademarks, trade names, service marks, and domain names, and rights under any written agreement granting any right to use trademarks, trade names, service

marks, and/or domain names, 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, trade name, service mark, and domain name covered by clause (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 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 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, including, without limitation, those referred to on Schedule 5 hereto, 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, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, amendments and improvements related thereto now or hereafter owned or licensed by Grantor.

Section 3. Representations and Warranties. Upon the filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, all action necessary or desirable to protect and perfect Agent's lien on each Loan Party's Intellectual Property shall have been taken.

Section 4. 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. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. 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 6. 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 7. 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:**

**THE SMART PILL CORPORATION**

By: 

Name: David Barthel

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**

as Agent

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

Name: R. Hanes Whiteley

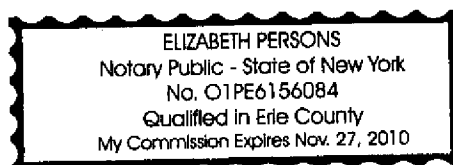
Title: Duly Authorized Signatory

### Acknowledgment of Grantor

STATE OF New York )  
 ) ss  
COUNTY OF Erie )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared David Barthel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Smart Pill Corp 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.

Elizabeth Persons  
Notary Public





**Schedule 1  
to  
Intellectual Property Security Agreement**

NONE

SCHEDULE 1  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

**Trademarks and Trademark Applications**

1. U.S. Trademark No.: 3,335,711  
**MOTILIGI**  
Registered: November 13, 2007
  
2. U.S. Trademark Application No.: 76/677,750  
**SMARTBAR**  
Filed: October 19, 2006
  - May 29, 2007 – Notice of publication
  
3. U.S. Trademark No.: 3,438,625  
**SMARTPILL**  
Registered: January 29, 2008
  
4. U.S. Trademark No.: 3,291,659  
**THE MEASURE OF GI HEALTH**  
Registered: September 11, 2007

**Domain Names**

1. www.smartpillcorp.com

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

**United States Patents**

1.     **US Patent No. 5,279,607**  
       *Telemetry Capsule and Process*  
       Issued: January 18, 1994  
  
       Discloses the incorporation of multiple receiving antennae or a medicament storage compartment for the delivery of a medicament to the alimentary canal of a human, within an ingestible capsule.
  
2.     **US Patent No. 5,395,366**  
       *Sampling Capsule and Process*  
       Issued: March 7, 1995  
  
       Discloses an ingestible capsule and process for repeatable sampling of fluids contained within the alimentary canal of a human via a remotely actuated sampling means.
  
3.     **U.S. Patent No. 7,434,691**  
       *Ingestible Capsule Packaging*  
       Issued: October 14, 2008  
  
       Discloses a packaging system for an ingestible capsule, comprising an ingestible capsule having a pH sensor and an outer surface, packaging for the capsule comprising an open well having an inner surface and a holding volume defined by the inner surface of the well and the outer surface of the capsule, where the well is designed to contain a pH calibration fluid and to hold the pH sensor submerged in the calibration fluid. It also discloses the configuration for engagement of a portion of the capsule, within the packaging, into the activation fixture, allowing activation or deactivation of the capsule without removal from said packaging.
  
4.     **U.S. Patent No. 7,797,033**  
       *Method of Using and Determining Location of an Ingestible Capsule*  
       Issued: September 14, 2010  
  
       Discloses an ingestible capsule capable of sensing one or more physiological parameters within a mammalian body and transmitting said parameters to an external receiver. The transmission sent by the capsule to the receiver allows real time location tracking of the capsule within the alimentary tract of a mammal.
  
5.     **U.S. Patent No. 7,834,725**  
       *Magnetic Activation and Deactivation Circuit and System*

Issued: November 16, 2010

Discloses an improved method for selectively activating and deactivating an ingestible capsule comprising the steps of providing an ingestible capsule having a Hall-effect switch and an external magnet whereby the capsule becomes activated by removing the capsule from the magnetic field and deactivated by placing the capsule within the magnetic field.

SCHEDULE 3  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

\\DC - 703733/000630 - 3160893 v2  
\\DC - 703733/000630 - 3160893 v3

**TRADEMARK**  
**REEL: 004865 FRAME: 0168**

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

**United States Patent Applications**

1. U.S. Patent Application Serial No. 11/899,540  
*Method of Evaluating Gastroparesis Using an Ingestible Capsule*  
Pub. No.: US 2008/0287833 A1  
Filed: September 6, 2007
  - 11/20/2008 – Notice of publicationDiscloses an improved method for determining the movement of an ingestible capsule from a first segment of the gastrointestinal tract to a second segment of the gastrointestinal tract by utilizing an ingestible capsule capable of sensing variations in pH, temperature, and pressure. Comparison of the collected transit time data to a series of standardized templates allows a clinician to diagnose a patient as having or not having gastroparesis.
  
2. U.S. Patent Application Serial No. 11/899,544  
*Method of Determining Location of an Ingested Capsule*  
Pub. No.: US 2008/0064938 A1  
Filed: September 6, 2007
  - 3/13/2008 – Notice of publicationDiscloses an improved method for determining the movement of an ingestible capsule from a first segment of the gastrointestinal tract to a second segment of the gastrointestinal tract by utilizing an ingestible capsule capable of sensing variations in pH, temperature, and pressure, and utilizing the changes in these readings to extrapolate the specific location of the capsule in the alimentary canal of a mammal.
  
3. US Patent Application Serial No. 12/387,609  
*Method of Determining the Slow Wave of a Gastrointestinal Tract*  
Pub. No.: US 2009/0281395 A1  
Filed: May 5, 2009
  - 11/12/2009 – Notice of publicationDiscloses a method of detecting the slow wave within the small bowel of the gastrointestinal tract by utilizing an ingestible capsule, capable of sensing pH, temperature, and pressure, a receiver, and a computer processor with software incorporating an improved analysis tool. The location of the ingestible capsule within the small bowel can also be determined based on the detection of the slow wave.
  
4. US Patent Application Serial No. 12/313,856

SCHEDULE 4  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

*Modular Ingestible Capsule*

Pub. No.: US 2010/0130837 A1

Filed: November 25, 2008

- 5/27/2010 – Notice of publication

Discloses a modular ingestible capsule whereby different sensing caps may be interchangeably connected to a standard capsule body. A method of customizing an ingestible capsule using the interchangeable sensing components is also disclosed.

5. US Provisional Patent Application Serial No. 61/211,492

*Method of Determining Body Exit of an Ingested Capsule*

Filed: March 31, 2009

- 10/8/2010 – Not yet available for public inspection

Discloses methods of analyzing data to confirm that the capsule has exited the body. Indicators include a temperature drop and/or a pressure tail. Body exit is not marked when low voltage is observed.

6. US Patent Application Serial No. 12/456,093

*Radio-Labeled Ingestible Capsule*

Pub. No.: US 2009/0312627 A1

Filed: June 11, 2009

- 12/17/2009 – Notice of publication

Discloses a method for labeling an ingestible capsule with a radioactive contrast media allowing direct imaging and tracking of said capsule through the alimentary canal of a mammal, particularly the ileocaecal region. A background isotope is used to illuminate the alimentary canal of the mammal creating contrasting colors between the capsule and the canal upon gamma imaging, thereby allowing the capsule's path to be plotted.

7. US Patent Application Serial No. 12/456,151

*System and Method of Evaluating a Subject with an Ingestible Capsule*

Filed: June 12, 2009

- 10/8/2010 - Not yet available for public inspection

Discloses a method for diagnosing abnormalities within the gastrointestinal tract utilizing a computer software algorithm. The method entails using an ingestible capsule capable of sensing pH, temperature, and pressure, a receiver, and a computer processor device loaded with said software to analyze the data obtained from said ingestible capsule.

8. US Provisional Patent Application Serial No. 61/288,419

*Tethering Capsule System*

Filed: December 21, 2009

- 10/8/2010 – Not yet available for public inspection

Discloses a magnetic ingestible capsule system in which multiple capsules may be connected and disconnected while in the gastrointestinal tract of a subject. This system provides a way to detect migrating motor complexes in the gastrointestinal tract.

9. US Provisional Patent Application Serial No. 61/289,867

*Method of Evaluating Constipation Using an Ingestible Capsule*

SCHEDULE 3  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Filed: December 23, 2009

- 10/8/2010 – Not yet available for public inspection

Discloses a process for evaluating a subject for constipation with an ingested capsule passing through the digestive tract. Transit times specific to an ingestible capsule of specific density are used to determine whether a subject is constipated.

10. US Patent Application Serial No. 12/798,093

*Method of Determining Body Exit of an Ingested Capsule*

Pub. No.: US 2010/0249645 A1

Filed: March 30, 2010

- 9/30/2010 – Notice of publication

**Schedule 5**  
**to**  
**Intellectual Property Security Agreement**

**PCT Patents and Applications**

1. International Patent Application No. PCT/US06/45685  
*Ingestible Pressure Sensing Capsule*  
Filed: November 29, 2006
  - Published: June 14, 2007
  - Publication No. WO/2007/067396
  
2. International Patent Application No. PCT/US07/19366  
*Ingestible Capsule Packaging*  
Filed: September 5, 2007
  - Published: March 13, 2008
  - Publication No. WO/2008/030472
  
3. International Patent Application No. PCT/US06/09849  
*Magnetic Activation and Deactivation Circuit and System*  
Filed: August 19, 2008
  - Published: March 12, 2009
  - Publication No. WO/2009/032064 A2
  
4. International Patent Application No. PCT/US09/02775  
*Method of Determining the Slow Wave of a Gastrointestinal Tract*  
Filed: May 5, 2009
  - Published: November 12, 2009
  - Publication No. WO/2009/137039
  
5. International Patent Application No. PCT/US09/06175  
*Modular Ingestible Capsule*  
Filed: November 19, 2009
  - Published: June 10, 2010
  - Publication No. WO/2010/065061 A2
  
6. International Patent Application No. PCT/US09/03533  
*System and Method of Evaluating a Subject with an Ingestible Capsule*  
Filed: June 12, 2009
  - Published: December 23, 2009
  - Publication No. WO/2009/154707

SCHEDULE 5  
INTELLECTUAL PROPERTY SECURITY AGREEMENT



**Schedule 6  
to  
Intellectual Property Security Agreement**

Schedule 5 is incorporated by reference herein.