

## 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
Plexus Biomedical, Inc.		12/07/2012	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Harold S Taylor		
Street Address:	608 West Drive		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38112-1725		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	E Ron Pickard		
Street Address:	13780 Highway 69		
City:	Savannah		
State/Country:	TENNESSEE		
Postal Code:	38372		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Phillips 2010 Investments, L.P.		
Street Address:	976 Derring Lane		
City:	Bryn Mawr		
State/Country:	PENNSYLVANIA		
Postal Code:	19010		
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA		
Name:	J Mark Merrill		
Street Address:	9609 Fox Hill Circle North		
City:	Germantown		
State/Country:	TENNESSEE		
Postal Code:	38139		

OP \$115.00 3481560

Entity Type:	INDIVIDUAL: UNITED STATES
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Name:	Bryan W Ford
Street Address:	987 North Graham
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38122
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Peter Read
Street Address:	5360 Edenshire Cove
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mark D LoGuidice
Street Address:	621 Warner Hill Road
City:	Southport
State/Country:	CONNECTICUT
Postal Code:	06890
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Thomas L Wallace
Street Address:	795 Ridge Lake Blvd.
Internal Address:	Suite 106
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38120
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3481560	HEM-AVERT
Registration Number:	4176140	CSRS
Registration Number:	4176139	LSRS
Registration Number:	4179883	TRS

CORRESPONDENCE DATA

Fax Number: 9015770817

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: atlip@bakerdonelson.com,jdodson@bakerdonelson.com

Correspondent Name: Trey Haire

Address Line 1: Baker Donelson Bearman Caldwell

Address Line 2: 165 Madison Avenue, Suite 2000

Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2790345-7
NAME OF SUBMITTER:	Lisa L. Stoffregen
Signature:	/lisa l. stoffregen/
Date:	12/12/2012

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2012, is made by PLEXUS BIOMEDICAL, INC., a Tennessee corporation (the "Company" or "Grantor"), in favor of the lenders set forth on Schedule I (individually a "Lender" and collectively the "Lenders").

### WITNESSETH:

WHEREAS, contemporaneously herewith the Grantor is entering into a Loan and Security Agreement ("Loan Agreement"), pursuant to which the Lenders have agreed to lend to Grantor \$750,000, in accordance with the terms and conditions set forth in the Loan Agreement, and pursuant to which the Grantor has granted a security interest in its assets and properties to secure the satisfaction of the Company's obligations under the Loan Agreement, among other things;

WHEREAS, the Lenders have entered into an Intercreditor Agreement pursuant to which the Lenders have appointed the Agent to act as agent for the Lenders under the Loan Agreement and this Agreement; and

WHEREAS, the Grantor is obligated under the Loan Agreement to take such further actions as the Agent reasonably requests to further perfect the Lenders' security interest granted under the Loan Agreement, including without limitation with respect to intellectual property.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

#### 1. DEFINED TERMS.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

**"Agent"** means E. Ron Pickard.

**"Copyrights"** means copyrights and copyright registrations, including without limitation the copyright registrations and recordings listed on Schedule II attached hereto, if any, and (i) all reissues, continuations, extensions or renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of the Grantor's rights corresponding thereto throughout the world.

**"Intellectual Property"** and **"Intellectual Property Rights"** means the collective reference to all rights, priorities and privileges relating to intellectual

property, whether arising under United States, multinational or foreign laws or otherwise, including without limitation (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including without limitation all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.

***“Intellectual Property Licenses”*** means rights under or interest in any Patent, Trademark, Copyright or other intellectual property under a license agreement, whether verbal or in writing, regardless of whether Grantor is a licensee or licensor under any such license agreement, including without limitation all the intellectual property licenses listed on Schedule II attached hereto, if any, and also including without limitation software license agreements with any other party, and also including all of the Grantor’s rights corresponding to Grantor’s Intellectual Property Licenses throughout the world.

***“Patents”*** means patents and patent applications, including without limitation the patents and patent applications listed on Schedule II hereto and all continuations, divisionals, provisionals, continuations in part, or reissues of applications related to patents thereon, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner or inventor of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of the Grantor’s rights corresponding thereto throughout the world.

***“Trademarks”*** means trademarks, trade names, trade styles, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including without limitation the registered trademarks

listed on Schedule II hereto, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, subject to payment to any co-owner of its, his or her share thereof, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world.

(b) Terms Defined in the Loan Agreement. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby grants to the Agent, as agent for himself and the other Lenders, a continuing and perfected first priority security interest (as set forth in the Loan Agreement) in all of Grantor's right, title and interest in, to and under all of Grantor's Intellectual Property, including without limitation the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Grantor's rights under all Patent Intellectual Property Licenses to which it is a party, including those patents referred to on Schedule II hereto, including:

- (i) all registrations and applications in respect of the foregoing, including continuations, divisionals, provisionals, continuations in part, or reissues of applications and patents issuing thereon; and
- (ii) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License; and

(b) all of Grantor's Trademarks and Grantor's rights under all Trademark Intellectual Property Licenses to which it is a party, including those trademarks referred to on Schedule II hereto, including:

- (i) all registrations, applications, and renewals in respect of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under an Intellectual Property License; and
- (iii) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or  
(ii) injury to the goodwill associated with any Trademark or any  
Trademark licensed under any Intellectual Property License; and

(c) all of Grantor's Copyrights and Grantor's rights under all Copyright  
Intellectual Property Licenses to which it is a party, including those referred to on Schedule II  
hereto, including:

- (i) all registrations, applications, and renewals in respect of the  
foregoing; and
- (ii) all products and proceeds of the foregoing, including without  
limitation any claim by Grantor against third parties for past,  
present or future infringement of any Copyright or any Copyright  
licensed under any Intellectual Property License.

3. APPOINTMENT AND POWERS OF AGENT. Grantor hereby irrevocably  
constitutes and appoints Agent and any officer or agent thereof, with full power of substitution,  
as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and  
stead of Grantor or in Agent's own name, for the purpose of carrying out the terms of this  
Agreement and the Loan Agreement, to take any and all appropriate action and to execute any  
and all documents and instruments that may be necessary or useful to accomplish the purposes of  
this Agreement and the Loan Agreement and, without limiting the generality of the foregoing,  
hereby gives said attorneys the power and right, on behalf of Grantor, without notice to or assent  
by Grantor, to, upon the occurrence and during the continuance of an Event of Default, as  
defined in the Loan Agreement, generally to sell, transfer, pledge, make any agreement with  
respect to or otherwise dispose of or deal with any of the Intellectual Property Collateral in such  
manner as is consistent with the Uniform Commercial Code in effect in the State of Tennessee or  
any other law or regulation, and as fully and completely as though Agent were the absolute  
owner thereof for all purposes, and to do, at Grantor's expense, at any time, or from time to time,  
all acts and things which Agent deems necessary or useful to protect, preserve or realize upon the  
Intellectual Property Collateral and Lenders' security interest therein, in order to effect the intent  
of this Agreement and the Loan Agreement, all at least as fully and effectively as Grantor might  
do

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement  
are granted in conjunction with the security interests granted to Lenders pursuant to the Loan  
Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 which are  
incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any  
new Intellectual Property, the provisions of this Agreement shall automatically apply thereto.  
Grantor shall give Agent prompt written notice with respect to any such new Intellectual  
Property. Grantor represents that Schedule II is substantially accurate and complete but reserves  
the right from time to time to correct inaccuracies and/or omissions by giving Agent written

notice thereof. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule II to include any such corrections and other modifications and any such new Intellectual Property of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule II shall in any way affect, invalidate or detract from Lenders' continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule II.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed under the laws of the State of Tennessee applicable to contracts made and to be performed entirely within the State of Tennessee. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Shelby County, Tennessee for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

8. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Lenders may assign their rights hereunder in connection with any private sale or transfer of its Notes, in which case the term "Lender" shall be deemed to refer to such transferee as though such transferee were an original signatory hereto. Grantor may not assign its rights or obligations under this Agreement.



*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Loan Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEXUS BIOMEDICAL, INC.**

By: /s/ David D. Blurton

Name: David D. Blurton

Title: Chief Executive Officer

**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Lenders**

**Name and Address of Lender**

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Harold S. Taylor  
608 West Drive  
Memphis, TN 38112-1725

E. Ron Pickard  
13780 Highway 69  
Savannah, TN 38372

Phillips 2010 Investments, L.P.  
976 Derring Lane  
Bryn Mawr, PA 19010

J. Mark Merrill  
9609 Fox Hill Circle North  
Germantown, TN 38139

Bryan W. Ford  
987 North Graham  
Memphis, TN 38122

Peter Read  
5360 Edenshire Cove  
Memphis, TN 38119


Mark D. LoGuidice  
621 Warner Hill Rd.  
Southport, CT 06890



Thomas L. Wallace  
795 Ridge Lake Blvd., Suite 106  
Memphis, TN 38120

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Intellectual Property**

See attached.

**PLEXUS BIOMEDICAL, INC.**  
**Intellectual Property Status**

Design	Application No./ HB No.	Filing Date	Title	Status
<p><b>Original Perianal Support Concept</b> ✓</p> 	<p>U.S. 11/197,627 39947.5 Now US 8,123,760</p>	<p>8/5/2005</p>	<p>Method, Apparatus And System For Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p><b>Issued as US Patent No. 8,123,760 on 2/28/2012</b> Claims to method of utilizing a Hemi-Avert type device.</p>
	<p>U.S. 13/404,891 39947.26 (Div.)</p>	<p>2/24/2012</p>	<p>Method, Apparatus And System For Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p>Claims directed to a device for reducing severity of hemorrhoids.</p>
	<p>PCT/US2006/029583 39947.4</p>	<p>8/1/2006</p>	<p>Method, Apparatus And System For Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p>Entered National Phase in Canada and EPC 1/30/2008</p>
	<p>EPC/06788889.1 39947.14</p>	<p>8/1/2006</p>	<p>Method, Apparatus And System For Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p>Awaiting Office Action Annuity due 8/1/2013</p>
	<p>CA/2618684 39947.15</p>	<p>8/1/2006</p>	<p>Method, Apparatus And System For Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p>Awaiting Office Action Annuity due 8/1/2013</p>
<p><b>Hemi-Avert Product</b> ✓</p>	<p>U.S. 60/746,283 39947.6</p>	<p>5/3/2006</p>	<p>Apparatus And Method Of Preventing Or Reducing The Severity Of Hemorrhoids</p>	<p>Converted to utility patent application 11/743858</p>
	<p>U.S. 11/743,858 39947.10 Now US 7,673,633</p>	<p>5/3/2007</p>	<p>Apparatus And Method Of Inhibiting Perianal Tissue Damage</p>	<p><b>Issued as US Patent No. 7,673,633 on 3/9/2010</b> Claims to Hemi-Avert device and methods of using.</p>
	<p>U.S. 12/720,347 39947.20 (Con. 2) Now US 8,066,009</p>	<p>3/9/2010</p>	<p>Apparatus And Method Of Inhibiting Perianal Tissue Damage</p>	<p><b>Issued as US Patent No. 8,066,009 on 11/29/2011</b> Claims to Hemi-Avert type devices.</p>

Design	Application No./ HB No.	Filing Date	Title	Status
	U.S. 13/288,480 39947.25 (Con. 3)	11/3/2011	Apparatus And Method Of Inhibiting Perianal Tissue Damage	Claims directed to kit for providing perianal support.
	PCT/US2007/068143 39947.11	5/3/2007	Apparatus And Method Of Inhibiting Perianal Tissue Damage	Entered Europe and Canada on 11/3/2008
	CA/2651177 39947.17	11/3/2008	Apparatus And Method Of Inhibiting Perianal Tissue Damage	Annuity due 5/3/2013
	EPC/07761826.2 39947.18	11/3/2008	Apparatus And Method Of Inhibiting Perianal Tissue Damage	Awaiting Office Action. Annuity due 5/3/2013
	U.S. 12/106821 39947.13	4/21/2008	Method And Apparatus For Retention of Adipose Tissue	Awaiting second Office Action
<p data-bbox="703 1434 735 1759"><b>Tissue Retention System</b></p> 	U.S. 12/106956 39947.16 (Con. 1) Now US 7,766,931	4/21/2008	Apparatus And Method Of Supporting Patient Tissue	Issued as US Patent No. <b>7,766,931 on 8/3/2010</b> Issued claims relate to method of using retention system.

Design	Application No./ HB No.	Filing Date	Title	Status
<p><b>Spinal Tissue Retention System</b></p>	U.S. 61/303516 39947.19	2/11/2010	Method and Apparatus for Positioning of a Patient	Provisional application on initial concepts for spinal patient positioning methods and systems. Allowed to lapse.

Trademark	Reg./Serial No. HB No.	Filing Date	Status
<b>HEM-AVERT</b>	Reg. No. 3,481,560 SN 77/146,552 39947.9	4/3/2007	Registered. Section 8 Declaration due between August 5, 2013 and August 5, 2014 First Renewal Due: August 5, 2018
<b>CSRS</b>	Reg. No. 4,176,140 SN 85/011,838 39947.21	4/12/2010	Registered. Section 8/15 Declaration due between July 17, 2017 and July 17, 2018 First Renewal due by July 17, 2022
<b>LSRS</b>	Reg. No. 4,176,139, SN 85/011,836 39947.22	4/12/2010	Registered. Section 8 Declaration due between July 17, 2017 and July 17, 2018 First Renewal Due: July 17, 2022
<b>TRS</b>	Reg. No. 4,179,883 SN 85/011,833 39947.23	4/12/2010	Registered. Section 8 Declaration due between July 24, 2017 and July 24, 2018 First Renewal Due: July 24, 2022