## 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
Access Closure, Inc.		11/09/2012	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85154897	MYNX CADENCE
Serial Number:	77066337	MYNX
Serial Number:	85620103	MYNX ACE
Serial Number:	85150033	GRIP TECHNOLOGY
Serial Number:	85110859	THE ART OF CLOSING
Serial Number:	85150032	MYNX WITH GRIP
Serial Number:	85280686	MYNXGRIP
Serial Number:	85153243	ACCESSCLOSURE
Serial Number:	85150025	MYNX VASCULAR CLOSURE DEVICE WITH GRIP TECHNOLOGY
Serial Number:	77766680	MYNX M5

### **CORRESPONDENCE DATA**

**Fax Number**: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

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via US Mail. Phone: 858-677-1400 Email: susan.reynholds@dlapiper.com DLA Piper LLP (US) Correspondent Name: Address Line 1: 4365 Executive Drive, Suite 1100 Address Line 4: San Diego, CALIFORNIA 92121 ATTORNEY DOCKET NUMBER: 354271-409 NAME OF SUBMITTER: Troy Zander Signature: /s/ Troy Zander Date: 01/14/2013 Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 9, 2012 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and ACCESS CLOSURE, INC., a Delaware corporation ("Grantor").

#### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. 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 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

WEST\239316667.5 354271-000409 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.

GRANIUM.
ACCESS CLOSURE, INC.
By: <u>Juguez</u> ). Cructions.  Title: Paudon t 1 CES
BANK:
SILICON VALLEY BANK
By:

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:
Address of Granton:	ACCESS CLOSURE, INC.
645 Clyde Avenue Mountain View, CA 94043 Attn:	By:
	BANK:
Address of Bank:	SILICON VALLEY BANK
3003 Tasman Drive Santa Clara, CA 95054-1191	By: LA SLAS Title: Sh KEVATIONSNIP MANAGER
A CONTRACTOR OF THE CONTRACTOR	

# EXHIBIT A

Copyrights

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

None

# EXHIBIT B

## Patents

Description	Patent/App. No.	File Date
Auto-retraction apparatus and methods for sealing a vascular puncture Apparatus and methods for facilitating hemostasis within a vascular	10806952 10928744	3/22/04 8/27/04
puncture  Amountus and mathada for scaling a vascular nuncture	11054524	0/12/07
Apparatus and methods for sealing a vascular puncture	11854534	9/12/07
Apparatus and methods for sealing a vascular puncture	11929972	10/30/07
Apparatus and methods for treating pseudoaneurysms	12167985 12617693	7/3/08 11/12/09
Apparatus and methods for sealing a vascular puncture	13210363	8/15/11
Apparatus and methods for sealing a puncture in tissue Apparatus and methods for sealing a vascular puncture		8/13/11 1/19/12
Occlusion member and tensioner apparatus and methods of their use	13354278 7316704	1/19/12
	/310/04	1/0/00
for sealing a vascular puncture	7221070	2/10/09
Apparatus and methods for sealing a vascular puncture	7331979	2/19/08
Apparatus and methods for sealing a vascular puncture	7335220	2/26/08 6/30/09
Auto-injector apparatus and methods for sealing a vascular puncture	7553319 7803173	9/28/10
Apparatus and methods for sealing a vascular puncture	7803172	
Apparatus and method for temporary hemostasis	7806856 7085240	10/5/10 7/26/11
Occlusion member and tensioner apparatus and methods of their use for sealing a vascular puncture	7985240	//20/11
Apparatus and methods for sealing a vascular puncture	7993367	8/9/11
Apparatus and methods for sealing a vascular puncture  Apparatus and methods for sealing a puncture in tissue	8002742	8/23/11
Apparatus and methods for sealing a vascular puncture	8029533	10/4/11
Apparatus and methods for sealing a vascular puncture	8128654	3/6/12
Apparatus and methods for sealing a vascular puncture	8262693	9/11/12
Apparatus and methods for delivering sealing materials during a	10975205	10/27/04
percutaneous procedure to facilitate hemostasis	107/3203	10/27/04
Apparatus and methods for delivering sealing materials during a	10745946	12/24/03
percutaneous procedure to facilitate hemostasis	10/43/40	12/24/03
Apparatus and methods for facilitating access through a puncture	11112970	4/22/05
including sealing compound therein	11112570	1/22/03
Apparatus and methods for sealing a puncture in tissue	13252061	10/3/11
Apparatus and methods for sealing a vascular puncture	13610849	9/11/12
Apparatus and methods for sealing a vascular puncture	13105822	5/11/11
Transapical closure devices and methods for use	13531534	6/23/12
Method and devices for flow occlusion during device exchanges	13531227	6/22/12
Monoclonal antibody capable of binding to specific discontinuous	13262061	12/5/11
epitope occurring in ad1 region of human cytomegalovirus gb	13202001	12/3/11
glycoprotein, and antigen-binding fragment thereof		
Apparatus and methods for sealing a vascular puncture	10454362	6/4/03
Methods for sealing a vascular puncture	13587781	8/16/12
Apparatus for sealing a vascular puncture	13587788	8/16/12
Apparatus and methods for sealing a vascular puncture	PCT/US2004/016938	5/27/04
Apparatus and methods for sealing a vascular puncture	PCT/US2005/007990	3/8/05
Apparatus and methods for facilitating hemostasis within a vascular	PCT/US2005/028660	8/11/05
puncture		-,,
Apparatus and methods for sealing a vascular puncture	PCT/US2005/039692	11/1/05
Apparatus and methods for sealing a vascular puncture	PCT/US2005/039693	11/1/05
Apparatus and method for sealing a puncture in tissue	PCT/US2006/014562	4/18/06
Apparatus and methods for sealing a vascular puncture	PCT/US2007/078328	9/12/07
Apparatus and methods for sealing a vascular puncture	PCT/US2009/064272	11/12/09
Apparatus and methods for sealing a vascular puncture	PCT/US2008/077406	9/23/08

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<u>Description</u>	Patent/App. No.	File Date
Apparatus and methods for sealing a vascular puncture	PCT/US2012/021920	1/19/12
Transapical closure devices and methods for use	PCT/US2012/043909	6/23/12
Method and devices for flow occlusion during device exchanges	PCT/US2012/043832	6/22/12
Apparatus and methods for sealing a vascular puncture	60/825410	9/13/06
Apparatus and methods for sealing a vascular puncture	61/114049	11/12/08
Apparatus and methods for treating pseudo-aneurysms	60/976351	9/28/07
Apparatus and methods for sealing a vascular puncture	60/976362	9/28/07
Apparatus and methods for sealing a vascular puncture	61/434412	1/19/11
Transapical closure devices and methods for use	61/501135	6/24/11
Methods, devices, and systems for flow occlusion during device	61/501125	6/24/11
exchanges		
Apparatus and methods for sealing a vascular puncture	61/615202	3/23/12

# Foreign Patent Filings

<u>Description</u>	<u>Country</u>	Patent/App. No.	File Date
Apparatus and methods for sealing a vascular puncture	CA	2526333	1/6/05
Apparatus for sealing a vascular puncture	EP	1,631,197 B1	2/28/07
Apparatus for sealing a vascular puncture	DE	602004005037T2	8/23/07
Apparatus for sealing a vascular puncture	JР	4440259	1/15/10
Apparatus for sealing a vascular puncture	CA	2559901	1/6/05
Apparatus for sealing a vascular puncture	EP	1,727,474	10/14/09
Apparatus for sealing a vascular puncture	JР	2007-530139	1/15/10
Apparatus for facilitating hemostasis within a vascular puncture	CA	2588099	3/9/06
Apparatus for facilitating hemostasis within a vascular puncture	EP	1,788,952	5/30/07
Apparatus for facilitating hemostasis within a vascular puncture	JР	5010476	6/8/12
Apparatus for sealing a vascular puncture	$\mathbf{C}\mathbf{A}$	2583235	5/18/06
Apparatus for sealing a vascular puncture	EP	1,807,132	7/18/07
Apparatus for sealing a vascular puncture	JР	2008-518742	6/5/08
Apparatus and methods for sealing a vascular puncture	CA	2583238	5/18/06
Apparatus and methods for sealing a vascular puncture	EP	1,807,131	7/18/07
Apparatus and methods for sealing a vascular puncture	JР	2008-518743	6/5/08
Apparatus and method for sealing a puncture in tissue	CA	2,605,333	4/18/06
Apparatus and method for sealing a puncture in tissue	EP	1,876,962	1/16/08
Apparatus and method for sealing a puncture in tissue	JР	2008-507810	7/13/12
Apparatus and methods for sealing a vascular puncture	EP	2,077,765	7/15/09
Apparatus and methods for sealing a vascular puncture	CA	2,743,509	11/12/09
Apparatus and methods for sealing a vascular puncture	EP	2,364,112	9/14/11
Apparatus and methods for sealing a vascular puncture	JР	2012-508618	4/12/12

# EXHIBIT C

## Trademarks

<u>Description</u>	Serial/Registration No.	File Date	
MYNX CADENCE	85154897	10/18/10	
MYNX	77066337	12/18/06	
MYNX ACE	85620103	5/8/12	
GRIP TECHNOLOGY	85150033	10/11/10	
THE ART OF CLOSING	85110859	8/18/10	
MYNX WITH GRIP	85150032	10/11/10	
MYNXGRIP	85280686	3/29/11	
ACCESSCLOSURE	85153243	10/14/10	
MYNX VASCULAR COLSURE DEVICE WITH GRIP	85150025	10/11/10	
TECHNOLOGY			
MYNX M5	77766680	6/23/09	

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