

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
SPR Therapeutics, LLC		03/29/2013	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	The Director of The Ohio Development Services Agency		
Street Address:	77 South High Street		
Internal Address:	28th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	STATE AGENCY: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3915196	SPR	
Registration Number:	3967556	SPR	
Registration Number:	4151848	SMARTPATCH	
Serial Number:	85976631	SMARTPATCH	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@kmklaw.com		
Correspondent Name:	Cheryl S. Scotney, c/o KMK		
Address Line 1:	1 East 4th Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	OH5005FI0022		

OP \$115.00 3915196

NAME OF SUBMITTER:	Cheryl S. Scotney
Signature:	/cheryl s. scotney/
Date:	05/29/2013
Total Attachments: 8 source=SPRTherapeutics#page1.tif source=SPRTherapeutics#page2.tif source=SPRTherapeutics#page3.tif source=SPRTherapeutics#page4.tif source=SPRTherapeutics#page5.tif source=SPRTherapeutics#page6.tif source=SPRTherapeutics#page7.tif source=SPRTherapeutics#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of March 29, 2013, is made by SPR THERAPEUTICS, LLC, an Ohio limited liability company (the "*Company*"), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the "*Director*").

WHEREAS, as a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of March 29, 2013 (the "*Loan Agreement*") between the Company and the Director, the Company has executed and delivered to the Director that certain Security Agreement dated as of March 29, 2013, made by and among the Company and the Director (the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Company has granted to the Director a security interest in, among other property, certain intellectual property of the Company, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees with the Director as follows:

1. Grant of Security. The Company hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Company in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*IP Collateral*"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "*Patents*");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to the Company set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any rights in patents and patent applications, trademark registrations and applications, copyright registrations and applications, and designs licensed to the Company, including but not limited to those licensed to the Company from NDI Medical, LLC set forth in Schedule 4 hereto;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Director.

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

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

6. Governing Law. This IP Security 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

SPR THERAPEUTICS, LLC

By *Maria E. Bennett*
Name: *Maria E. Bennett*
Title: *President & CEO*

AGREED TO AND ACCEPTED:

THE DIRECTOR OF THE OHIO
DEVELOPMENT SERVICES
AGENCY

By *Diane Lease*
Name: **Diane Lease**
Title: **Chief Legal Counsel**

EXHIBIT A
SCHEDULES

Schedule 1 – Issued Patents and Patent Applications

Reference	Country	Status	Serial Number
<i>Percutaneous Intramuscular Stimulation System</i>			
17220-CIP 2	US	Issued	10/138,791
17220-CIP 2 DIV CON	US	Pending	11/982,789
<i>Systems and Methods To Place One or More Leads in Muscle for Providing Electrical Stimulation to Treat Pain</i>			
20746-PCT AU	AU	Pending	2009277037
20746-PCT CA	CA	Pending	2,753,126
20746-PROV FOR	US	Pending	12/462,371
<i>Systems and Methods To Place One or More Leads in Tissue to Electrically Stimulate Nerves of Passage to Treat Pain</i>			
20747-PROV FOR	US	Pending	12/653,029
20747-PCT AU	AU	Pending	2009322895
20747-PCT CA	CA	Pending	2,761,530
20747-PROV CIP	US	Pending	12/653,023
20747-CIP PCT AU	AU	Pending	2009322898
20747-CIP PCT CA	CA	Pending	2,761,278
20747-CIP 2 PROV FOR	US	Pending	13/605,653
20747-CIP 2 PROV FOR PCT	PCT	Pending	PCT/US2012/053952
<i>Systems and Methods for the Treatment of Pain Through Neural Fiber Stimulation</i>			
21340-A PCT	PCT	Pending	PCT/US2011/062857
21340-B PCT	PCT	Pending	PCT/US2011/062906
21340-C PCT	PCT	Pending	PCT/US2011/062882
21340-MOA2010-PROV FOR A	US	Pending	13/309,024
21340-MOA2010-PROV FOR B	US	Pending	13/309,107
21340-MOA2010-PROV FOR C	US	Pending	13/309,152
<i>Systems and Methods for Treating Shoulder Pain Related to Subacromial Impingement Syndrome</i>			
21431-SISPAIN-PCT	PCT	Pending	PCT/US2011/063304
21431-SISPAIN-PROV 2	US	Pending	61/540,934
<i>Systems and Methods for Bodily Conditioning and Treatment of Pain Related to Surgery</i>			
21748-SURG2012-PROV	US	Pending	61/608,106
<i>Systems and Methods Related to the Treatment of Back Pain</i>			
21756-LBP2012-PROV	US	Pending	61/611,560

Schedule 2 – Trademark Registrations and Applications

Reference	Country	Status	Serial Number	Mark
21120	US	Pending	77/947,166	IMN
20577 41	US	Issued	77/980,957	SPR
21183 41	US	Issued	77/981,700	SPR & design
21426 10	US	Pending	85/175,757	SMARTPATCH
21426 41	US	Pending	85/976,631	SMARTPATCH

Schedule 3 – Copyright Registrations and Applications

None.

Schedule 4 – Licensed Intellectual Property

Patents Licensed from NDI Medical LLC

Reference	Country	Status	Serial Number
<i>Portable Assemblies, Systems, and Methods for Providing Functional or Therapeutic Neurostimulation</i>			
18533	US	Issued	10/777,771
18533-CIP 2 DIV CON	US	Pending	13/173,957
18533-CIP 2 PCT CAPR	CA	Pending	2,652,565
18533-CIP 2 PCT EP HK	EP HK	Pending	9107572.2
18533-CIP 2 PCT JP	JP	Pending	2009-511074
18533-CIP 2 PROV FOR	US	Issued	11/595,556
18533-CIP PCT AU	AU	Pending	2005214041
18533-CIP PCT CA	CA	Pending	2,554,676
18533-CIP PCT EP	EP	Issued	5713370.4
18533-CIP PCT EP DE	EP DE	Issued	5713370.4
18533-CIP PCT EP ES	ES	Issued	5713370.4
18533-CIP PCT EP FR	EP FR	Issued	5713370.4
18533-CIP PCT EP GB	EP GB	Issued	5713370.4
18533-CIP PCT EP HK	EP HK	Pending	7104735.5
18533-CIP PCT EP IT	EP IT	Issued	5713370.4
18533-CIP PCT JP DIV	JP	Issued	2006-275853
18533-CIP PCT JP DIV 2	JP	Issued	2007-146323
18533-CIP PROV FOR	US	Issued	11/056,591
18533-CON	US	Issued	11/545,339
20513-PCT AU	AU	Pending	2009277036
20513-PCT CA	CA	Pending	2,732,732
20513-PCT EP	EP	Pending	9803285.7
20513-PCT JP	JP	Pending	2011-521131
20513-PROV FOR	US	Pending	12/462,384
<i>Systems and Methods for Percutaneous Electrical Stimulation</i>			
21240-CON	US	Pending	13/323,152
21240-PCT	PCT	Pending	PCT/US2011/034155
21424-ELECPOS-PROV FOR	US	Pending	13/294,875
21472-DURALEAD-PROV FOR	US	Pending	13/351,953
21534-FLEXSTIM-PROV	US	Pending	61/472,063
21644-MININV-PROV	US	Pending	61/546,057
<i>Systems and Methods of Coupling Electrical Conductors</i>			
21246	US	Issued	12/958,077
21246-CON	US	Pending	13/330,885
21246-PCT	PCT	Pending	PCT/US2011/060145

Designs Licensed from NDI Medical, LLC

Reference	Country	Status	Serial Number
<i>Electrical Stimulator and Mounting Patch</i>			
9844.21535-FLEXSTIM-DES	US	Pending	29/388,996
21239-DES	US	Pending	29/349,721
21239-DES CON	US	Pending	29/372,173
21239-DES CON AU	AU	Issued	14659/2010
21239-DES CON AU DIV	AU	Issued	14650/2010
21239-DES CON CA	CA	Pending	137,673
21239-DES CON EP	EP	Registered	1242606-0001
21239-DES CON EP DIV	EP	Registered	1242606-0002
<i>Electrical Controller</i>			
9844.21536-FLXPTFOB-DES	US	Pending	29/388,993

Trademarks Licensed from NDI Medical, LLC

Reference	Country	Status	Serial Number	Mark
18816	US	Issued	78/581,524	MICROPULSE
21042	US	Pending	77/839,385	NEUROPILL
21327	US	Pending	85/099,648	MEDSTIM
20577 10	US	Pending	77/578,547	SPR
21183 16	US	Pending	77/948,272	SPR & design
21183 41	US	Issued	77/981,700	SPR & design
21480	US	Pending	85/222,141	DURALEAD
21706	US	Pending	85/534,401	NERVESPACE