

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bay Medical Company, Inc.		07/17/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	California Bank of Commerce
Street Address:	160 West Santa Clara Street, Suite 550
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2298058	ALPINE
Registration Number:	2285651	ALPINE
Registration Number:	1638986	DERMAHAVEN
Registration Number:	3069170	LATEX PLUS
Registration Number:	2396471	PEARL
Registration Number:	2605842	PEARL PLUS
Serial Number:	75567723	ALPINE
Serial Number:	75639274	ALPINE
Serial Number:	73838093	DERMAHAVEN
Serial Number:	78370773	LATEX PLUS
Serial Number:	75639637	PEARL
Serial Number:	76242225	PEARL PLUS

CORRESPONDENCE DATA

OP \$315.00 2298058

Fax Number: 4082946046

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

Phone: 408-294-3600

Email: wtl@roblewlaw.com

Correspondent Name: Wm. Thomas Lewis of Robertson & Lewis

Address Line 1: 150 Almaden Blvd., Suite 950

Address Line 4: San Jose, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER:	CBC/BAY
NAME OF SUBMITTER:	Wm. Thomas Lewis
Signature:	/Wm. Thomas Lewis/
Date:	08/05/2013

Total Attachments: 9

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COLLATERAL ASSIGNMENT, PATENT, COPYRIGHT AND TRADEMARK
MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent, Copyright and Trademark Mortgage; and Security Agreement (the "Agreement") is made as of July 17, 2013, by and between BAY MERCHANT COMPANY, INC. (the "Assignor"), and CALIFORNIA BANK OF COMMERCE (the "Assignee").

RECITALS

This Agreement is made with reference to the following:

A. Assignor has requested that Assignee lend to Assignor and Assignee has agreed to lend to Assignor certain funds (the "Loan"). The Loan will be evidenced by (among other things) the following (collectively and alternately the "Loan Documents"), each of which is of even date herewith: this Agreement; that Loan and Security Agreement, and certain other instruments, certificates and documents executed and delivered in connection with the foregoing.

B. The Loan Documents grant Assignee a security interest in (among other things) all of Assignor's presently existing and hereafter acquired trademarks, copyrights, patents, trade secrets, intellectual property, and other general intangibles and all products, proceeds, improvements, divisions, continuations, renewals, reissues, and extensions of same.

C. Because the Loan Documents grant Assignee a security interest in certain assets that are regulated by federal law, Assignee desires to file and/or record an agreement with the applicable federal agencies to give constructive notice of and/or perfect such security interest in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The covenants, terms and conditions of the Loan Documents (and each of them) are hereby incorporated by reference into this Agreement, as though fully set forth herein.

2. Assignment: Patent, Copyright and Trademark Mortgage; and Grant of Security Interest. To secure the prompt, complete and timely payment and performance of all of Assignor's obligations under this Agreement and under the other Loan Documents; under any and all modifications, amendments, supplements, extensions or renewals of the Loan Documents; and under any other of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby (i) assigns, and transfers to Assignee, (ii) grants a security interest to Assignee in, and (iii) mortgage's to Assignee all of Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Collateral"):

2.1 Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including (without limitation the generality of the foregoing) those set forth on the attached Exhibit A (collectively, the "Copyrights"); provided, however, that the failure to identify or enumerate any Copyrights in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Copyrights;

2.2 All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including (without limitation the generality of the foregoing) those set forth on the attached Exhibit A (collectively, the "Patents"); provided, however, that the failure to identify or enumerate any Patents in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Patents;

2.3 Any trademark, service mark and serviceman rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

2.4 Any and all trade secrets, proprietary information or other intellectual property that is not capable of deriving protection as a Copyright, Patent, or Trade Mark (including, without limitation, any formula, pattern, compilation, program, device, method, technique, design right, or process that derives independent economic value [actual or potential] by not being generally known to the public or to other persons who can or could obtain economic value from their disclosure [including, without limitation, computer software and computer software products]) now or hereafter existing, created, acquired or held (collectively the "Trade Secrets");

2.5 Any and all claims for damages by way of past, present and future infringement of any of any Copyrights, Patents, Trademarks, and/or Trade Secrets included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

2.6 All licenses or other rights to use any of the Copyrights, Patents, Trademarks, and/or Trade Secrets and all license fees and royalties arising from such use;

2.7 All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

2.8 All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE INTELLECTUAL COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A

CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN DOCUMENTS.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

3.1 Assignor is now the sole owner of the Intellectual Collateral, free of all the liens, encumbrances, assignments and/or security interests, except for the lien in favor of Lender and except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business. Upon demand by Assignee, Assignor shall provide full and complete copies of all licenses or other use rights afforded in and to the Intellectual Collateral;

3.2 Performance of this Agreement does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound;

3.3 During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Intellectual Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business. Assignor shall not grant any non-exclusive licenses or similar use rights in and to the Intellectual Collateral, without Assignee's prior written consent and shall cause to be paid to Assignee all licenses fees and other consideration to be paid in connection with any such non-exclusive licenses or similar use rights in and to the Intellectual Collateral;

3.4 Each of the Patents is valid and enforceable, and no part of the Intellectual Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Collateral violates the rights of any third party;

3.5 Assignor shall promptly advise Assignee of any change in Assignor's ownership rights in or to any of the Intellectual Collateral;

3.6 Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected, and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld. Assignor shall promptly do all such acts as are necessary or required to discharge its duties under this Agreement and/or as may otherwise be required to protect and defend any actions (whether administrative or legal) challenging or questioning the validity of any of the Intellectual Collateral or any rights associated with same;

3.7 Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Intellectual Collateral;

3.8 This Agreement creates and, in the case of after acquired Intellectual Collateral, this Agreement will create at the time Assignor first has rights in such after acquired Intellectual

Collateral, in favor of Assignee a valid and perfected first priority security interest in the Intellectual Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

3.9 Except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights, this Agreement and the other Loan Documents are legally sufficient to grant, create, and perfect the security interests in the Copyrights, Patents, and Trademarks;

3.10 All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Intellectual Collateral is accurate and complete in all material respects;

3.11 Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder, without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in the Intellectual Collateral;

3.12 Upon any officer of Assignor obtaining knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any of the Intellectual Collateral, the ability of Assignor or Assignee to dispose of any of the Intellectual Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Intellectual Collateral.

4. Recordation, Authorization. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

5. Assignee's Rights. Assignee shall have the right, but not the obligation, to take any actions that Assignor is required under this Agreement to take, but which Assignor fails to take, after five (5) days' notice to Assignor, including (without limitation) all such acts as are necessary or required to discharge its duties under this Agreement and/or as may otherwise be to protect and defend any actions (whether administrative or legal) challenging or questioning the validity of any of the Intellectual Collateral or any rights associated with same. Any such action by Assignee shall be at Assignor's sole cost and expense and Assignor shall reimburse and indemnify Assignee on demand for all costs and expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, to inspect the products and quality control records relating to the Intellectual Collateral and to insure that proper marks and similar notices are contained on same to give notice of the Intellectual Collateral; provided, however, nothing herein shall entitle Assignee access to Assignor's trade secrets and other proprietary information and provided that Assignee shall not have any duty or obligations to conduct any such inspections.

7. Further Assurances: Attorney in Fact.

7.1 Assignee shall have the right, power and authority to make, execute, acknowledge, deliver, file and/or record all such instruments (including, without limitation, appropriate financing and continuation statements and appropriate collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights) and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect and/or continue Assignee's security interest in all Intellectual Collateral and otherwise to carry out the intent and purposes of this Agreement or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Collateral. If requested by Assignee or otherwise required by applicable law, Assignor will make, execute, acknowledge, deliver, file and/or record all such instruments (including, without limitation, appropriate financing and continuation statements and appropriate collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights) and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect and/or continue Assignee's security interest in all Intellectual Collateral and otherwise to carry out the intent and purposes of this Agreement or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Collateral.

7.2 Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, to take any action and to execute any instrument which Assignee may from time to time deem necessary or advisable to accomplish the purposes of this Agreement, including:

7.2.1 Those required, in Assignee's sole discretion, to modify Exhibit A to this Agreement to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof and/or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any interest; and

7.2.2 Those required, in Assignee's sole discretion, to file one or more financing, continuation, and/or amendment statements relative to any of the Intellectual Collateral.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

8.1 An Event of Default occurs under the Loan Documents; or

8.2 Assignor breaches any covenant, warranty, representation or agreement made by Assignor in this Agreement.

9. Remedies. Upon the occurrence of an Event of Default, Assignee shall have the right to exercise all the remedies afforded under this Agreement, under the other Loan Documents, or otherwise afforded to a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Intellectual Collateral and any

tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Collateral. All of Assignee's rights and remedies with respect to the Intellectual Collateral shall be cumulative and non-exclusive and may be exercised by Assignee concurrently, successively and in any order that Assignee may select. Assignor waives any right to require that Assignee marshal assets in connection with Assignee's liquidation of any collateral (including, without limitation, the Intellectual Collateral).

10. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, Assignor's grant of the security interest in the Intellectual Collateral to Assignee and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral and (b) all losses or expenses (including without limitation attorney's fees and expenses) in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, Assignor's grant of the security interest in the Intellectual Collateral to Assignee, and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral, except for losses arising from or out of Assignee's gross negligence or willful misconduct.

11. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder and under the Loan Documents (and each of them), Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revert in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements.

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Assignor:

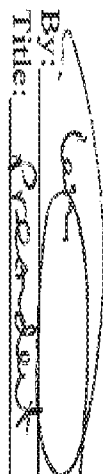
Bay Medical Company, Inc.
400 Talbert Avenue
Daly City, California 94014

Address of Assignee:

CALIFORNIA BANK OF COMMERCE
160 West Santa Clara Street, Suite 550
San Jose, CA 95113

ASSIGNOR:

BAY MEDICAL COMPANY, INC.

By: 
Title: President

ASSIGNEE:

CALIFORNIA BANK OF COMMERCE

By: 
Title: President

TRADEMARK

REEL: 005085 FRAME: 0213

EXHIBIT A

LIST OF SPECIFICALLY IDENTIFIED INTELLECTUAL COLLATERAL

COPYRIGHTS

PATENTS

TRADEMARKS

APPLICATION NUMBER: 75567723
REGISTRATION NUMBER: 2298058
MARK: ALPINE
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS
FILING DATE: 10/09/1998
ISSUE DATE: 12/07/1999

APPLICATION NUMBER: 75639274
REGISTRATION NUMBER: 2285651
MARK: ALPINE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
FILING DATE: 02/08/1999
ISSUE DATE: 10/12/1999

APPLICATION NUMBER: 73838093
REGISTRATION NUMBER: 1638986
MARK: DERMAHAVEN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
FILING DATE: 11/13/1989
ISSUE DATE: 03/26/1991

APPLICATION NUMBER: 78370773
REGISTRATION NUMBER: 3069170
MARK: LATEX PLUS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM
FILING DATE: 02/19/2004
ISSUE DATE: 03/14/2006

APPLICATION NUMBER: 75639637
REGISTRATION NUMBER: 2396471
MARK: PEARL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
FILING DATE: 02/09/1999
ISSUE DATE: 10/17/2000

APPLICATION NUMBER: 76242225
REGISTRATION NUMBER: 2605842
MARK: PEARL PLUS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
FILING DATE: 04/17/2001
ISSUE DATE: 08/06/2002

TRADEMARK

REEL: 005085 FRAME: 0215

RECORDED: 08/05/2013