

## 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
COHEREX MEDICAL, INC.		03/12/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON & JOHNSON DEVELOPMENT CORPORATION		
Street Address:	ONE JOHNSON & JOHNSON PLAZA		
Internal Address:	LAW DEPARTMENT		
City:	NEW BRUNSWICK		
State/Country:	NEW JERSEY		
Postal Code:	08933		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78898624	COHEREX MEDICAL	
Serial Number:	77327245	COHEREX FLATSTENT	
Serial Number:	77859220	WAVECREST	
Serial Number:	85144841	COHEREX WAVECREST	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6508435622		
Email:	bjutras@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave. NW, Suite 700		
Address Line 2:	ATTN: Patent Group   B. Galliani - HN		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	317797-100/YONEI		

CH \$115.00 78898624

NAME OF SUBMITTER:	William S. Galliani-bj
Signature:	/William S. Galliani/
Date:	09/06/2013
<b>Total Attachments: 11</b> source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page1.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page2.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page3.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page4.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page5.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page6.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page7.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page8.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page9.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page10.tif source=Coherex-J&J_IPSecurityAgreement_2013-03-12#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified or otherwise supplemented from time to time, this “**Intellectual Property Security Agreement**”), dated as of March 12, 2012, is executed by Coherex Medical, Inc., a Delaware corporation (together with its successors and assigns, “**Grantor**”), in favor of Johnson & Johnson Development Corporation (“**Collateral Agent**”) on behalf of the Investors.

### RECITALS

A. Grantor has entered into a Secured Note Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), which provides for the issuance to the investors party thereto from time to time (the “**Investors**”), of secured subordinated convertible promissory notes (each a “**Note**” and collectively, the “**Notes**”) in an aggregate principal amount of up to \$30,000,000.

B. Pursuant to the terms of that certain Security Agreement, dated as of the date hereof, by and among Grantor, Collateral Agent and the Investors (the “**Security Agreement**”), Grantor has granted to Collateral Agent and the Investors 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. All capitalized terms not otherwise defined herein shall have the respective meanings given in the Security Agreement.

C. In order to induce each Investor to extend the credit evidenced by the Notes, Grantor has agreed to enter into this Intellectual Property Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, a security interest in certain copyrights and mask works, trademarks and patents, as more fully set forth below.

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 Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Notes, Grantor grants and pledges to Collateral Agent, on behalf of the Investors, a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property (including without limitation those copyrights and mask works, 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 Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Purchase Agreement, and those which are now or hereafter available

to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Security Agreement or the Purchase Agreement, 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Purchase Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

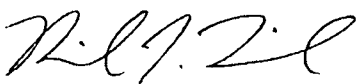
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**COHEREX MEDICAL, INC.**

a Delaware corporation

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]*

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.

**COLLATERAL AGENT:**

**JOHNSON & JOHNSON  
DEVELOPMENT CORPORATION**

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By: *Michael P. Chivisano*  
Name: *Michael P. Chivisano*  
Title: *VP, Venture InverFox*

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]*

**TRADEMARK  
REEL: 005106 FRAME: 0748**

**EXHIBIT A**

Copyrights and Mask Works

None.

## EXHIBIT B

### Patents

Coherex No.	Title	Patent App. No.	App. Type
P 1.3 US	Delivery system for PFO closure device	<b>11/534,996</b>	US Utility
P 2.1 US	Compliant electrode for PFO closure device	<b>11/534,953 (7,799,023)</b>	US Utility - <b>Issued</b>
P 2.1.1 US	Compliant electrode for PFO closure device	<b>12/885,287</b>	US Utility
P 2.2 US	Device and methods for determining RF dose for PFO closure	<b>11/671,428</b>	US Utility
P 2.4 US	Methods, systems, and devices for closing a patent foramen ovale using mechanical structures	<b>11/754,936 (7,938,826)</b>	US Utility - <b>Issued</b>
P 2.4.1 US	Methods, systems, and devices for closing a patent foramen ovale using mechanical structures	<b>13/104,141</b>	US Utility
P 2.5 US	Methods, systems, and devices for sensing, measuring, and controlling closure of a patent foramen ovale	<b>11/754,978</b>	US Utility
P 3.1.1 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,000</b>	US Utility
P 3.1.2 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,016</b>	US Utility
P 3.1.3 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,037</b>	US Utility
P 3.1.4 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,051</b>	US Utility
P 3.1.5 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,013</b>	US Utility
P 3.1.6 US	Methods for Determining Characteristics of an internal tissue opening	<b>11/836,026</b>	US Utility



<b>Coherex No.</b>	<b>Title</b>	<b>Patent App. No.</b>	<b>App. Type</b>
P 3.1.7 US	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>11/836,123</b>	US Utility - <b>Notice of Allowance</b>
P 3.1.1 EP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>7840828.3</b>	European Utility
P 3.1.1 CA	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2,659,109</b>	Canadian Utility
P 3.1.1 JP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2009-524001</b>	Japanese Utility
P 3.1.1 AU	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2007297516</b>	Australian Utility
P 3.1.1 NZ	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>574737</b>	New Zealand Utility
P 3.1.7 EP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>7840825.9</b>	European Utility
P 3.1.7 CA	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2,659,365</b>	Canadian Utility
P 3.1.7 JP	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2009-524000</b>	Japanese Utility
P 3.1.7 AU	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>2007286171</b>	Australian Utility
P 3.1.7 NZ	Methods, Systems and Devices for Reducing the Size of an Internal Tissue Opening	<b>574738</b>	New Zealand Utility
P 3.1.8 US	Delivery System for Medical Device	<b>12/413,334</b>	US Utility
P 3.1.10 US	Devices for Reducing the Size of an Internal Tissue Opening	<b>12/783,498</b>	US Utility
P 4.1 US	Medical Device for Modification of Left Atrial Appendage	<b>12/253,831</b>	US Utility

<b>Coherex No.</b>	<b>Title</b>	<b>Patent App. No.</b>	<b>App. Type</b>
P4.5.1 US	Medical Device for Modification of Left Atrial Appendage	<b>12/684,764</b>	US Utility
P 4.5.2 US	Medical Device for Modification of Left Atrial Appendage	<b>12/684,783</b>	US Utility
P 4.5.3 US	Medical Device for Modification of Left Atrial Appendage	<b>12/684,795</b>	US Utility
P 4.10.1 US	Medical Device for Modification of Left Atrial Appendage	<b>12/818,041</b>	US Utility
P 4.10.2 US	Medical Device for Modification of Left Atrial Appendage	<b>12/818,046</b>	US Utility
P 4.10.3 US	Medical Device for Modification of Left Atrial Appendage	<b>12/818,053</b>	US Utility
P 4.10.4 US	Medical Device for Modification of Left Atrial Appendage	<b>12/818,059</b>	US Utility
P 4.10.5 Prov	Medical Device for Modification of Left Atrial Appendage	<b>61/477,075</b>	Provisional
P 4.10.6 Prov	Medical Device for Modification of Left Atrial Appendage	<b>61/553,948</b>	Provisional
P 4.10.1 EU	Medical Device for Modification of Left Atrial Appendage	<b>10728982.9</b>	European Utility
P 4.10.1 CA	Medical Device for Modification of Left Atrial Appendage	<b>2,765,682</b>	Canadian Utility
P 4.10.1 AU	Medical Device for Modification of Left Atrial Appendage	<b>2010262859</b>	Australian Utility
P 4.10.1 JP	Medical Device for Modification of Left Atrial Appendage	<b>TBD</b>	Japanese Utility
P 4.10.1 CN	Medical Device for Modification of Left Atrial Appendage	<b>TBD</b>	Chinese Utility
P 5.1 US	Medical Device for Percutaneously Treating Paravalvular Leaks	<b>12/253,882</b>	US Utility
P 6.1 US	Methods and Apparatus for Reducing Valve Prolapse	<b>12/359,185</b>	US Utility
P 7.2 US	Catheter Systems and Methods for Reduction of Atrial Fibrillation	<b>12/359,223</b>	US Utility
P 8.0 US	Apparatus and Method for Occluding a Fallopian Tube	<b>12/169,506</b>	US Utility

<b>Coherex No.</b>	<b>Title</b>	<b>Patent App. No.</b>	<b>App. Type</b>
P 9.1 US	Device and System for Aneurysm Embolization	<b>12/428,360</b>	US Utility
P 10.1 US	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	<b>12/436,056</b>	Utility
P 10.2 US	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	<b>12/938,030</b>	Utility
P 10.2 PCT	Method and Apparatus for Connecting a Ventricular Assist Device to a Heart	<b>PCT/US10/55216</b>	PCT
P 11.1 US	Clot Retrieval Method and Apparatus	<b>12/488,440</b>	US Utility

## EXHIBIT C

### Trademarks

Matter No.	Mark	Application No.	International Class	Goods Description	Status
T 001 US	<b>COHEREX MEDICAL</b>	78/898,624	10	Medical devices for interventional use, namely, medical closure devices for treating structural heart disease having a primary mode of action through a mechanical structural component	Filed – June 1, 2006 Registered – March 15, 2011 Registration No. 3,932,695
T 001 CTM (Community TM - Europe)	<b>COHEREX MEDICAL</b>	007588874	10	Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures	Registered – October 21, 2009 Registration No. 007588874
T 001 NO (Norway)	<b>COHEREX MEDICAL</b>	200906189	10	Same as T001 CTM	Registered – September 16, 2009 Registration No. 252519
T 001 CH (Switzerland)	<b>COHEREX MEDICAL</b>	56712/2009	10	Same as T001 CTM	Registered – November 18, 2009 Registration No. 593450
T 001 AU (Australia)	<b>COHEREX MEDICAL</b>	1304386	10	Same as T001 CTM	Registered – June 16, 2009 Registration No. 1304386
T 001 NZ (New Zealand)	<b>COHEREX MEDICAL</b>	808058	10	Same as T001 CTM	Registered – February 9, 2010 Registration No. 808058
T 001 CA (Canada)	<b>COHEREX MEDICAL</b>	1442018	10	Same as T001 CTM	Canadian foreign associate responding to Office Action – Feb. 2012
T 001 AR (Argentina)	<b>COHEREX MEDICAL</b>	2934703	10	Same as T001 CTM	Registered Registration No. 2,368,339
T 001 BR (Brazil)	<b>COHEREX MEDICAL</b>	830361855	10	Same as T001 CTM	Filed Aug. 7, 2009
T 001 CL (Chile)	<b>COHEREX MEDICAL</b>	873,678	10	Same as T001 CTM	Registered Sept. 2, 2010 Registration No. 896,061
T 001 MX (Mexico)	<b>COHEREX MEDICAL</b>	1024455	10	Same as T001 CTM	Registered Registration No. 1139290
T 003 US	<b>COHEREX FLATSTENT</b>	77/327,245	10	Medical devices, namely, medical closure devices for treating structural heart disease	Registered – February 16, 2010 Registration No. 3,750,287
T 003 CTM (Community TM - Europe)	<b>COHEREX FLATSTENT</b>	007589138	10	Medical devices, including medical closure devices for treating structural heart disease; medical devices and accessories, including medical devices and systems for endovascular implants, treatments and diagnostics used in cardiovascular, peripheral vascular and neurovascular procedures	Registered – October 21, 2009 Registration No. 007589138
T 003 NO	<b>COHEREX</b>	200906123	10	Same as T 003 CTM	Registered – September 7,

<b>Matter No.</b>	<b>Mark</b>	<b>Application No.</b>	<b>International Class</b>	<b>Goods Description</b>	<b>Status</b>
(Norway)	<b>FLATSTENT</b>				2009 Registration No. 252350
T 003 CH (Switzerland)	<b>COHEREX FLATSTENT</b>	56711/2009	10	Same as T 003 CTM	Registered – November 18, 2009 Registration No. 593449
T 003 AU (Australia)	<b>COHEREX FLATSTENT</b>	1304387	10	Same as T 003 CTM	Registered – June 16, 2009 Registration No. 1304387
T 003 NZ (New Zealand)	<b>COHEREX FLATSTENT</b>	808059	10	Same as T 003 CTM	Registered – February 9, 2009 Registration No. 808059
T 003 CA (Canada)	<b>COHEREX FLATSTENT</b>	1442026	10	Same as T 003 CTM	Published – Nov. 16, 2011
T 003 AR (Argentina)	<b>COHEREX FLATSTENT</b>	2934702	10	Same as T003 CTM	Registered May 14, 2010 Registration No. 2,368,340
T 003 BR (Brazil)	<b>COHEREX FLATSTENT</b>	830361847	10	Same as T003 CTM	Registered May 14, 2010 Registration No. 2,368,340
T 003 CL (Chile)	<b>COHEREX FLATSTENT</b>	873,677	10	Same as T003 CTM	Registered Sept. 2, 2010 Registration No. 896,060
T 003 MX (Mexico)	<b>COHEREX FLATSTENT</b>	1024452	10	Same as T003 CTM	Registered Registration No. 1139289
T 006 US	<b>WAVECREST</b>	77/859,220	10	Medical devices, namely, anchoring mechanism for medical devices	Notice of Allowance – June 1, 2010
T007 US	<b>COHEREX WAVECREST</b>	85/144,841	10	Medical devices, namely, heart implants composed of artificial materials for treating structural heart disease	Notice of Allowance – May 10, 2011
T 007 CTM (Community TM - Europe)	<b>COHEREX WAVECREST</b>	9879537	10	Same as T007 US	Registered - September 12, 2011 Registration No. 9879537
T 007 NO (Norway)	<b>COHEREX WAVECREST</b>	201104048	10	Same as T007 US	Registered – September 19, 2011 Registration No. 261550
T 007 CH (Switzerland)	<b>COHEREX WAVECREST</b>	54339/2011	10	Same as T007 US	Registered - April 8, 2011 Registration No. 617822
T 007 AU (Australia)	<b>COHEREX WAVECREST</b>	1419015	10	Same as T007 US	Registered - April 8, 2011 Registration No. 1419015
T 007 NZ (New Zealand)	<b>COHEREX WAVECREST</b>	839950	10	Same as T007 US	Registered - April 8, 2011 Registration No. 839950
T 007 CA (Canada)	<b>COHEREX WAVECREST</b>	1,522,969	10	Same as T007 US	Filed: April 8, 2011 Published – November 30, 2011
T 007 AR (Argentina)	<b>COHEREX WAVECREST</b>	3,079,907	10	Same as T007 US	Filed: April 14, 2011
T 007 BR (Brazil)	<b>COHEREX WAVECREST</b>	830999736	10	Same as T007 US	Filed April 8, 2011
T 007 CL (Chile)	<b>COHEREX WAVECREST</b>	948,569	10	Same as T007 US	Registered – December 20, 2011 Registration No. 940900
T 007 MX (Mexico)	<b>COHEREX WAVECREST</b>	1171862	10	Same as T007 US	Registered - April 15, 2011 Registration No. 1238830
T 007 JP (Japan)	<b>COHEREX WAVECREST</b>	2011-025032	10	medical devices, namely, heart implants composed of artificial materials and heart implants composed of artificial materials for treating structural heart disease	Registered – September 22, 2011 Registration No. 5440834