

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAMFORD DEVICES LIMITED		08/30/2013	CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	ULSTER BANK IRELAND LIMITED		
Street Address:	Ulster Bank Group Centre, Georges Quay		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	Licensed Bank: IRELAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76232169		
Serial Number:	75221960	AEROGEN	
Serial Number:	75250514	AERONEB	
Serial Number:	78233271	GO	
Serial Number:	78181065	ONQ	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F146335		

OP \$140.00 76232169

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	09/11/2013

Total Attachments: 10

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

*August 30 2013* This Intellectual Property Security Agreement (this "Agreement") is entered into as of (the "Effective Date") by and between ULSTER BANK IRELAND LIMITED ("Lender") and STAMFORD DEVICES LIMITED ("Grantor").

### RECITALS

A. Lender 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 Facilities Agreement by and among Lender, Grantor and the other parties thereto dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement and the other Finance Documents, Grantor has granted to Lender 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 Charged Property.

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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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 those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

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

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

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

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 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 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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

GRANTOR:

STAMFORD DEVICES LIMITED

By: \_\_\_\_\_

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

LENDER:

ULSTER BANK IRELAND LIMITED

By: Peter Duff

Title: RELATIONSHIP DIRECTOR


PETER DUFF

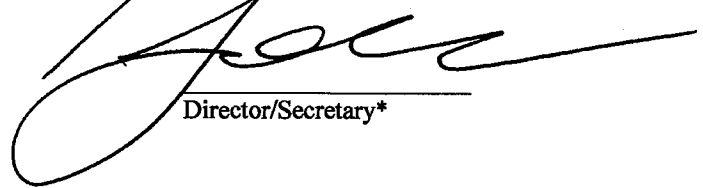
Moyra McManon  
MANAGER  
MOYRA McMANON

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

GRANTOR:

**PRESENT** when the common seal of  
**STAMFORD DEVICES LIMITED**  
was hereunto affixed:-

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary\*

LENDER:

ULSTER BANK IRELAND LIMITED

By: \_\_\_\_\_

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

EXHIBIT A

Copyrights

None.



**EXHIBIT B**

**Patents**

<b>I.P</b>	<b>Company</b>	<b>Registration Number</b>	<b>Location</b>	<b>Expiry</b>
Patent Pending AGN035	Stamford Devices Limited	US2008/0236577	PCT Pending, US, US Pending	
Patent Pending AGN036	Stamford Devices Limited	US2009/241984 A1	PCT Pending, Europe Pending	
Patent Pending AGN037	Stamford Devices Limited	US2009/0235925 A1	US Pending	
Patent Pending AGN038	Stamford Devices Limited	US2009/0235925 A1	PCT Pending, Japan Pending, Europe Pending	
Patent Pending AGN039	Stamford Devices Limited	US2010/0089395 A1	PCT Pending, Japan Pending, Europe Pending	
Patent Pending AGN040	Stamford Devices Limited	US Provisional App No. 61/388,046	Pre-lim IE & US applications Only	
Patent Pending AGN041	Stamford Devices Limited	US Provisional App No.61/501,403	Pre-lim IE & US applications Only	
Patent Pending AGN042	Stamford Devices Limited	US Provisional App No.61/522,713	Pre-lim IE & US applications Only	
Patent Pending AGN043	Stamford Devices Limited	US2012/0111970	PCT pending	
Patent Pending AGN044	Stamford Devices Limited	US Provisional App No. 61/578,645	Europe Pending	
Patent Pending CERU33	Stamford Devices Limited	US Provisional App No. 61/642,284		
Patent Pending CERU34	Stamford Devices Limited	US Provisional App No.61/642,279		
Patent Pending AGN046	Stamford Devices Limited	US Provisional App No. 61/658,054		
Patent AGN005	Stamford Devices Limited	US6,543,443	None	12/07/2020
Patent AGN006	Stamford Devices Limited	US6,546,927	Europe Withdrawn Canada Pending	13/3/2021

Patent Pending AGN045	Stamford Devices Limited	US Publication # 2012/0012665	PCT WO2008/005033	
Patent Pending AGN047	Stamford Devices Limited	US Publication # 2011/067106	PCT WO2012/092163	

EXHIBIT C

Trademarks

<b>I.P</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Location</b>	<b>Expiry</b>
Device Mark	Stamford Devices Limited	TM89997US00	USA	15/10/2022
Trademark – Aerogen	Stamford Devices Limited	TM89998US00	USA	12/05/2021
Trademark – Aeroneb	Stamford Devices Limited	TM89999US00	USA	11/12/2021
Trademark – GO	Stamford Devices Limited	TM90000US00	USA	7/11/2021
Trademark – ONQ	Stamford Devices Limited	TM90001US00	USA	26/10/2014

**EXHIBIT D**

**Mask Works**

None.