

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298370

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT                                       |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST                                    |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>                                      | <b>Execution Date</b> | <b>Entity Type</b>    |
| Astute Medical, Inc.             |  | 03/17/2014            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | CAPITAL ROYALTY PARTNERS II L.P.                     |                       |                       |
| <b>Street Address:</b>           | 1000 Main Street, Suite 2500                         |                       |                       |
| <b>City:</b>                     | Houston  |                       |                       |
| <b>State/Country:</b>            | TEXAS  |                       |                       |
| <b>Postal Code:</b>              | 77002  |                       |                       |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: DELAWARE                        |                       |                       |
| <b>Name:</b>                     | CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P. |                       |                       |
| <b>Street Address:</b>           | 1000 Main Street, Suite 2500                         |                       |                       |
| <b>City:</b>                     | Houston  |                       |                       |
| <b>State/Country:</b>            | TEXAS  |                       |                       |
| <b>Postal Code:</b>              | 77002  |                       |                       |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: DELAWARE                        |                       |                       |
| <b>Name:</b>                     | PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.   |                       |                       |
| <b>Street Address:</b>           | 1000 Main Street, Suite 2500                         |                       |                       |
| <b>City:</b>                     | Houston  |                       |                       |
| <b>State/Country:</b>            | TEXAS  |                       |                       |
| <b>Postal Code:</b>              | 77002  |                       |                       |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: DELAWARE                        |                       |                       |
| <b>PROPERTY NUMBERS Total: 7</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 77489962   | ASTUTE MEDICAL        |                       |
| <b>Serial Number:</b>            | 85341680   | NEPHROCHECK           |                       |
| <b>Serial Number:</b>            | 85449129   | AM                    |                       |
| <b>Serial Number:</b>            | 85510732   | ASTUTE 140            |                       |
| <b>Serial Number:</b>            | 85523134   | NEPHROCLEAR           |                       |
| <b>Serial Number:</b>            | 85796237   | N                     |                       |
| <b>Serial Number:</b>            | 86211091   | NEPHROAPP             |                       |

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**CORRESPONDENCE DATA****Fax Number:** 4156932222*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 4156932440**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** CAPITAL ROYALTY - ASTUTE**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 03/17/2014**Total Attachments: 4**

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, ASTUTE MEDICAL, INC. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of March 17, 2014 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND “A” L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the “Secured Parties”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: March 17, 2014

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

ASTUTE MEDICAL, INC.

By: 

Name: Christopher Hibberd

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005238 FRAME: 0584**

SCHEDULE OF  
REGISTERED TRADEMARKS

**TRADEMARKS**

**TRADEMARKS AND TRADEMARK APPLICATIONS:**

| <b>TITLE</b>                         | <b>MATTER TYPE</b> | <b>COUNTRY</b>           | <b>FILING DATE</b> | <b>SERIAL NUMBER</b> | <b>STATUS</b> | <b>Notes</b> |
|--------------------------------------|--------------------|--------------------------|--------------------|----------------------|---------------|--------------|
| Astute Medical (Standard Characters) | Trademark - ORG    | United States of America | Jun 3, 2008        | 77489962             | Registered    | None         |
| NephroCheck                          | Trademark - ORG    | United States of America | Jun 8, 2011        | 85341680             | Registered    | None         |
| AM                                   | Trademark - ORG    | United States of America | Oct 17, 2011       | 85449129             | Registered    | None         |
| Astute 140 (Standard Charcters)      | Trademark - ORG    | United States of America | Jan 6, 2012        | 85510732             | Registered    | None         |
| Nephroclear                          | Trademark - ORG    | United States of America | Jan 23, 2012       | 85523134             | Allowed       | None         |
| N                                    | Trademark - ORG    | United States of America | Dec 6, 2012        | 85796237             | Registered    | None         |
| NEPHROAPP                            | Trademark - ORG    | United States of America | Mar 4, 2014        | 86211091             | Pending       | None         |