

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299209

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEOTRACT, INC.		03/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ROYALTY PARTNERS II L.P.		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.		
Street Address:	1000 Main Street		
Internal Address:	Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3600304	NEOTRACT	
Registration Number:	3609328	UROLIFT	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
TRADEMARK			

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

Phone: 4152687000
Email: ksamia@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: 425 Market Street
Address Line 2: Morrison Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	67478-53
NAME OF SUBMITTER:	Lynn M. Humphreys
SIGNATURE:	/LMH/
DATE SIGNED:	03/25/2014

Total Attachments: 3

source=NeoTract_-_Trademark_Security_Agreement#page1.tif
source=NeoTract_-_Trademark_Security_Agreement#page2.tif
source=NeoTract_-_Trademark_Security_Agreement#page3.tif

SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, NEOTRACT, 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 24, 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”);

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

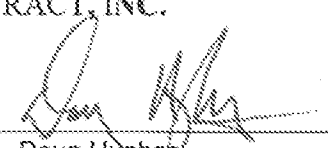
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest 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.

This Short-Form Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provide that Section 5-1401 of the New York General Obligations Law shall apply.

Date: March 24, 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.

NEOTRACT, INC.

By:  _____

Name: Doug Hughes

Title: Chief Financial Officer

[Signature Page to Short-Form Trademark Security Agreement]

sf-3379193

TRADEMARK
REEL: 005244 FRAME: 0049

SCHEDULE OF
REGISTERED TRADEMARKS

TRADEMARKS

Trademark	Owner / Registrant	Country	Application Number	Application Date	Registration Number	Registration Date
NEOTRACT	NeoTract, Inc.	US	78/795,323	19-Jan-06	3600304	31-Mar-09
NEOTRACT	NeoTract, Inc.	WIPO	891661		891661	21-Sep-06
NEOTRACT	NeoTract, Inc.	JP	891661	19-Jul-06	891661	7-Dec-07
UROLIFT	NeoTract, Inc.	US	77/184,568	18-May-07	3609328	21-Apr-09
UROLIFT	NeoTract, Inc.	EU	8624157		8624157	26-Apr-10
UROLIFT	NeoTract, Inc.	CA	1550274	1-Nov-11	TMA850704	13-May-13

sf-3379193