

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEUROPACE, INC.		11/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ROYALTY PARTNERS II L.P.
Street Address:	1000 Main Street, 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, 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, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3213126	NEUROPACE
Registration Number:	3213127	NEUROPACE
Registration Number:	3628911	RNS

CORRESPONDENCE DATA

Fax Number: 4152687522

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

Phone: 415-268-7500

TRADEMARK

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: 67478-86

NAME OF SUBMITTER: Jennifer Lee Taylor

SIGNATURE: /JLT2/

DATE SIGNED: 11/21/2014

Total Attachments: 3

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, NEUROPACE, 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 Trademarks and Trademark Applications, 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 November 18, 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 Trademark 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: November 18, 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.

NEUROPACE, INC.

By: *Rebecca Kuba*
Name:
Title:

SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
NEUROPACE	USA	78/872,712	04/28/2006	3,213,126	02/27/2007
NEUROPACE & LOGO	USA	78/872,716	04/28/2006	3,213,127	02/27/2007
RNS	USA	78/872,186	04/28/2006	3,628,911	05/26/2009

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