

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ALTURA MEDICAL, INC.  
923 HAMILTON AVE  
MENLO PARK, CA 94025

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: DE  
 Other

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached?  Yes  No

Name: **Silicon Valley Bank**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara**

State: **CA**

Country: **USA**

Zip: **95054**

- Association    Citizenship  
 General Partnership    Citizenship  
 Limited Partnership    Citizenship  
 Corporation    Citizenship : United States, CA  
 Other    Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 12/1/2014

- Assignment                       Merger  
 Security Agreement           Change of Name

Other :

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

**86051438**

B. Trademark Registration No.(s)

**4026691**

**86240352**

**4618608**

**86312883**

**4023400**

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany**      State: **NY**      ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-ujsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 165.00


- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card    Last 4 Numbers  
  Expiration Date

b. Deposit Account Number  
  Authorized User Name

9. Signature.

  
**Joseph D Borgman**  
Signature  
Name of Person Signing

**12-3-14**

Date

Total number of pages including cover sheet, attachments, and document:

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 1, 2014 by and between SILICON VALLEY BANK ("Bank") and ALTURA MEDICAL, INC. ("Grantor").

### RECITALS

A. Bank 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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date, as amended pursuant to that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), but only upon the condition, among others, that as of the date hereof, Grantor shall grant to Bank 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 Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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

TRADEMARK

REEL: 005418 FRAME: 0863

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.

Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

This Intellectual Property Security Agreement is subject to the provisions of Section 4.1 of the Loan Agreement, including its termination and release upon satisfaction of the IP Release Condition.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. 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.


6. 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.

7. 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would result in the application of any law other than the law of the State of California.

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:

ALTURA MEDICAL, INC.

  
By: G. PAT MARTIN  
Title: President and Chief Executive Officer

BANK:

SILICON VALLEY BANK

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

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:

ALTURA MEDICAL, INC.

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

BANK:

SILICON VALLEY BANK


  
By: John J. Lankford  
Title: Director

EXHIBIT A

Copyrights

None.

**EXHIBIT B****Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Territory</u>
Device and Methods for Treatment of Abdominal Aortic Aneurysms	61/053,378	05/15/2008	US
Device and Methods for Treatment of Abdominal Aortic Aneurysms	12/466,044	05/14/2009	US
Device and Methods for Treatment of Abdominal Aortic Aneurysms	PCT/US2009/044212	05/15/2009	PCT
Device and Methods for Treatment of Abdominal Aortic Aneurysms	2009246093	05/15/2009	Australia
Device and Methods for Treatment of Abdominal Aortic Aneurysms	2,724,771	05/15/2009	Canada
Device and Methods for Treatment of Abdominal Aortic Aneurysms	200980126821.7	05/15/2009	China
Device and Methods for Treatment of Abdominal Aortic Aneurysms	09747719.4	05/15/2009	Europe
Device and Methods for Treatment of Abdominal Aortic Aneurysms	2011-509771	05/15/2009	Japan
Low-Profile Modular Abdominal Aortic Aneurysm Graft	12/628,131	11/30/2009	US
Low-Profile Modular Abdominal Aortic Aneurysm Graft	PCT/US2010/035003	05/14/2010	PCT
Low-Profile Modular Abdominal Aortic Aneurysm Graft	2010248822	05/14/2010	Australia
Low-Profile Modular Abdominal Aortic Aneurysm Graft	2,761,780	05/14/2010	Canada
Low-Profile Modular Abdominal Aortic Aneurysm Graft	201080031916.3	05/14/2010	China
Low-Profile Modular Abdominal Aortic Aneurysm Graft	Awaiting Application No.	07/30/2014	China
Low-Profile Modular Abdominal Aortic Aneurysm Graft	10775638.9	05/14/2010	Europe
Low-Profile Modular Abdominal Aortic Aneurysm Graft	2012-511058	05/14/2010	Japan











Systems and Methods for a Modular Abdominal Aortic Aneurysm Graft	61/265,713	12/01/2009	US
Modular Endograft Devices and Associated Systems and Methods	12/958,367	12/01/2010	US
Modular Endograft Devices and Associated Systems and Methods	12/958,374	12/01/2010	US
Modular Endograft Devices and Associated Systems and Methods	12/958,378	12/01/2010	US
Modular Endograft Devices and Associated Systems and Methods	12/958,381	12/01/2010	US
Modular Endograft Devices and Associated Systems and Methods	12/958,383	12/01/2010	US
Modular Endograft Devices and Associated Systems and Methods	PCT/US2010/058621	12/01/2010	PCT
Modular Endograft Devices and Associated Systems and Methods	2010326046	12/01/2010	Australia
Modular Endograft Devices and Associated Systems and Methods	2012203707	12/01/2010	Australia
Modular Endograft Devices and Associated Systems and Methods	2012203705	12/01/2010	Australia
Modular Endograft Devices and Associated Systems and Methods	2012203709	12/01/2010	Australia
Modular Endograft Devices and Associated Systems and Methods	2012203708	12/01/2010	Australia
Modular Endograft Devices and Associated Systems and Methods	2,782,385	12/01/2010	Canada
Modular Endograft Devices and Associated Systems and Methods	201080062913.6	12/01/2010	China
Modular Endograft Devices and Associated Systems and Methods	10835088.5	12/01/2010	Europe
Modular Endograft Devices and Associated Systems and Methods	12174632.5	12/01/2010	Europe
Modular Endograft Devices and Associated Systems and Methods	12174641.6	12/01/2010	Europe
Modular Endograft Devices and Associated Systems and Methods	12174645.7	12/01/2010	Europe
Modular Endograft Devices and Associated Systems and Methods	12174647.3	12/01/2010	Europe
Modular Endograft Devices and Associated Systems and Methods	2012-542171	12/01/2010	Japan

Modular Endograft Devices and Associated Systems and Methods	2012-229100	12/01/2010	Japan
Modular Endograft Devices and Associated Systems and Methods	2012-229101	12/01/2010	Japan
Modular Endograft Devices and Associated Systems and Methods	2012-229102	12/01/2010	Japan
Modular Endograft Devices and Associated Systems and Methods	2012-229103	12/01/2010	Japan
Systems and Methods for a Modular Abdominal Aortic Aneurysm Graft	61/293,581	01/08/2010	US
Enhanced Systems and Methods for a Modular Abdominal Aortic Aneurysm Graft	61/311,735	03/08/2010	US
Systems and Methods for a Modular Abdominal Aortic Aneurysm Grafting and Devices for the Same	61/320,646	04/02/2010	US
Stent Graft Delivery Systems and Methods	61/384,669	09/20/2010	US
Stent Graft Delivery Systems and Methods	8,858,613 13/237,822	10/14/2014 09/20/2011	US
Stent Graft Delivery Systems and Methods	14/498,808	09/26/2014	US
Stent Graft Delivery Systems and Methods	PCT/US2011/052412	09/20/2011	PCT
Endovascular Stent Graft Delivery Systems and Associated Methods	61/527,064	08/24/2011	US
Handle Assemblies for Stent Graft Delivery Systems and Associated Systems and Methods	61/681,907	08/10/2012	US
Handle Assemblies for Stent Graft Delivery Systems and Associated Systems and Methods	61/799,591	03/15/2013	US
Handle Assemblies for Stent Graft Delivery Systems and Associated Systems and Methods	13/963,912	08/09/2013	US
Stent Delivery Systems and Associated Methods	13/964,013	08/09/2013	US
Stent Delivery Systems and Associated Methods	13/964,015	08/09/2013	US

Stent Delivery Systems and Associated Methods	PCT/US2013/54438		PCT
Endograft Device Delivery Systems and Associated Methods	61/786,364	03/15/2013	US
Endograft Device Delivery Systems and Associated Methods	14/213,823	03/14/2014	US
Endograft Device Delivery Systems and Associated Methods	PCT/US14/29373	03/14/2014	PCT

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Territory</u>
ALTURA (Stylized)  ALTURA MEDICAL	1365672 1365672	11/30/2010 06/08/2010	Australia
ALTURA MEDICAL	1343010 1343010	08/30/2010 02/01/2010	Australia
AGILI-D	n/a	10/08/2014	China
ALTURA (Stylized) 	009165721 009165721	01/12/2011 06/10/2010	European Union (CTM)
ALTURA MEDICAL	008849879 008849879	09/14/2010 02/01/2010	European Union (CTM)
Altura Logo (Black & White) 	12649059 12649059	07/15/2014 02/28/2014	European Union (CTM)
Altura Logo (Color) 	12649877 12649877	07/21/2014 02/28/2014	European Union (CTM)
AGILI-D	13305602	09/29/2014	European Union (CTM)
ALTURA (Stylized) 	5358138 2010-46301	10/01/2010 01/29/2010	Japan
AGILI-D	2014-082679	10/01/2014	Japan
ALTURA (Stylized) 	4026691 77893163	09/13/2011 12/14/2009	United States
Altura Logo (Black & White) 	4618608 86051433	10/07/2014 08/29/2013	United States
Altura Logo (Color) 	86051438	08/29/2013	United States
ALTURA	4023400 77893189	09/06/2011 12/14/2009	United States

AGIL-D	86240352	04/02/2014	United States
ADDITION BY SUBTRACTION	86312883	06/18/2014	United States

EXHIBIT D

Mask Works

None.