

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitralign, Inc.		12/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3409603	MITRALIGN	
Serial Number:	85697946	MITRALOCK	
Registration Number:	4484944	M MITRALIGN	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>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.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,patentdocketing@hkllaw.com		
Correspondent Name:	HOLLAND & KNIGHT LLP		
Address Line 1:	10 ST. JAMES AVENUE		
Address Line 4:	BOSTON, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	074770.00030		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/05/2015		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Agreement**”), dated as of December 31, 2014, is made by MITRALIGN, INC., a Delaware Corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 31, 2014 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those copyright registrations and applications referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those trademark registrations and applications referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those US patents referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those applications referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those PCT patent applications referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those patent and patent applications referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing and for the avoidance of doubt, the Intellectual Property Collateral shall not include any Excluded Property (as defined in the Loan Agreement).

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of law principles thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MITRALIGN, INC.

By: 
Name: Rick Geoffroy
Title: President and Chief Executive Officer

[Signatures Continue on Following Page]

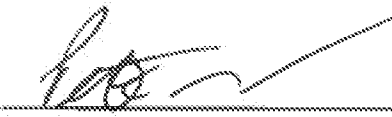
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[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Peter Gibson
Title: Duly Authorized Signatory

[End of Signature Pages]

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[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights and Copyright Applications

None

Schedule 2
to
Intellectual Property Security Agreement
Trademarks and Trademark Applications

Country	Mark	Registration Details		
		Number	Date	Renewal
US	MITRALIGN	3409603	08-Apr-08	08-Apr-18
US	MITRALOCK	85/697,946	15-Jan-13	
US	MITRALIGN Stylized New Logo	4,484,944	18-Feb-14	

**Schedule 3
to
Intellectual Property Security Agreement**

US Patents

Patent #:	Issue Date:	Title:
6619291	16-Sep-03	METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY
6718985	13-Apr-04	METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY USING LOCAL PPLICATIONS
7037334	2-May-06	METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY USING LOCAL PPLICATIONS
7431726	7-Oct-08	TISSUE FASTENING SYSTEMS AND METHODS UTILIZING MAGNETIC GUIDANCE
7166127	23-Jan-07	TISSUE FASTENING SYSTEMS AND METHODS UTILIZING MAGNETIC GUIDANCE
8142493	27-Mar-12	METHOD OF HEART VALVE REPAIR
8202315	19-Jun-12	CATHETER-BASED ANNULOPLASTY USING VENTRICULARLY POSITIONED CATHETER
8382829	26-Feb-13	METHOD TO REDUCE MITRAL REGURGITATION BY CINCHING THE COMMISSURE OF THEMITRAL VALVE
8460371	11-Jun-13	METHOD AND APPARATUS FOR PERFORMING CATHETER BASED ANNULOPLASTY USING LOCAL PPLICATIONS
8728097	20-May-14	TISSUE PPLICATION DEVICES AND METHODS FOR THEIR USE
8864822	21-Oct-14	DEVICES AND METHODS FOR INTRODUCING ELEMENTS INTO TISSUE
8845723	30-Sep-14	SYSTEMS AND METHODS FOR INTRODUCING ELEMENTS INTO TISSUE
8911461	16-Dec-14	SUTURE CUTTER AND METHOD OF CUTTING SUTURES

Schedule 4
to
Intellectual Property Security Agreement

US Patent Applications

Title	Publication Date	Publication/Application No.
METHOD AND APPARATUS FOR CATHETER BASED ANNULOPLASTY	29-Jan-04	US2004/0019378A1
METHOD AND APPARATUS FOR PERFORMING CATHETER BASED ANNULOPLASTY USING LOCAL PPLICATIONS		
TISSUE ANCHOR, ANCHORING SYSTEM AND METHODS OF USING THE SAME	01/11/2007	US2007/0010857A1 (11/174,951)
TISSUE ANCHORS, SYSTEMS AND METHODS AND DEVICES	09/18/2008	US2008/0228265A1 (11/685,240)
TISSUE PPLICATION DEVICE AND METHOD OF ITS USE	03/18/2010	US2010/0070028A1 (12/557,655)
STEERABLE WIRE DELIVERY CATHETER WITH INTEGRATED ECHO VISUALIZATION	04/12/2012	US2012/0089022A1 (13/158,012)
SYSTEM AND METHOD FOR SECURING TISSUE	05/03/2012	US2012/0109155A1 (13/282,139)
STEERABLE GUIDE CATHETER HAVING PREFORMED CURVED SHAPE	06/21/2012	US2012/0158021 (13/312,582)
ENERGY ASSISTED TISSUE PIERCING DEVICE AND METHOD OF USE THEREOF	07/03/2014	US20140/188108A1 (14/138,926)
TRANSLATION CATHETERS, SYSTEMS, METHODS AND USE THEREOF	09/18/2014	US2014/0275757A1 (14/210,967)
METHOD AND DEVICES FOR PERCUTANEOUS TRICUSPID VALVE REPAIR	08/28/2014	US2014/0243894A1 (14/190,732)

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PLICATION LOCK DELIVERY SYSTEM AND METHOD OF USE THEREOF	04/03/2014	US2014/0094826A1 (14/039,779)
TISSUE ANCHORS, SYSTEMS AND METHODS, AND DEVICES	04/03/2014	US2014/0094906 (14/010,950)
TISSUE ANCHOR AND ANCHORING SYSTEM	08/28/2014	US 2014-0243859 A1 (13/777,042)
METHOD OF PERCUTANEOUS MITRAL VALVE ANNULOPLASTY		12/393604
DEVICE FOR PERCUTANEOUSLY DELIVERING A CARDIAC IMPLANT THROUGH THE APPLICATION OF DIRECT ACTUATION FORCES EXTERNAL TO THE BODY	27-FEB-2008 25-MAY-2007	12/394528
TISSUE PPLICATION DEVICES AND METHODS FOR THEIR USE (CIP 12/393608)	10/09/2014	US2014/0303720A1 (14/249,928)
SYSTEMS AND METHODS FOR INTRODUCING ELEMENTS INTO TISSUE - DIVISIONAL	18-Aug-14	
HAND OPERATED DEVICE FOR CONTROLLED DEPLOYMENT OF A TISSUE ANCHOR AND METHOD OF USING SAME	05/02/2012	2012/0109155A1 (13/282,139)
METHOD TO REDUCE MITRAL REGURGITATION BY CINCHING THE COMMISSURE OF THE MITRAL VALVE	07/25/2013	2013/0190863 (13/770,652)

**Schedule 5
to
Intellectual Property Security Agreement**

PCT Patent Applications

Title	Publication Date	Publication/Application No.
TISSUE ANCHOR, ANCHORING SYSTEM AND METHODS OF USING THE SAME	19-Mar-08	EP1898802
TRANSLATION CATHETERS, SYSTEMS, METHODS AND USE THEREOF	09/25/2014	WO2014/152503A1
METHOD AND DEVICES FOR PERCUTANEOUS TRICUSPID VALVE REPAIR	09/04/2014	WO2014/134183
PLICATION LOCK DELIVERY SYSTEM AND METHOD OF USE THEREOF	04/03/2014	WO2014/052818
TISSUE ANCHOR AND ANCHORING SYSTEM	09/04/2014	WO2014/134815

**Schedule 6
to
Intellectual Property Security Agreement**

Foreign Patents and Foreign Patent Applications

Country	Patent #:	Issue Date:	Title:
JP	4282993	27-Mar-09	METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY
JP	4282994	27-Mar-09	METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY
WO			METHOD AND APPARATUS FOR PERFORMING CATHETER-BASED ANNULOPLASTY
AU		12-Apr-07	
WO			METHOD AND APPARATUS FOR CATHETER-BASED ANNULOPLASTY USING LOCAL PPLICATIONS
AU		5-Jul-07	
WO			METHOD AND APPARATUS FOR PERFORMING CATHETER-BASED ANNULOPLASTY USING LOCAL PPLICATIONS
NZ		14-Aug-08	

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECORDED: 01/05/2015

**TRADEMARK
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