

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonitus Medical Inc.		02/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4049512	SONITUS	
Registration Number:	4049513	SONITUS MEDICAL	
Registration Number:	4049514	SONITUS	
Registration Number:	4238318	ATAC	
Registration Number:	4246645	SOUND INNOVATION. WITH TEETH.	
Serial Number:	77855308	NOVAH	
Serial Number:	77855320	NOVA	
Serial Number:	77855333	SONICTOOTH	
Serial Number:	85217275	TRUETOOTH	
Serial Number:	85934571	CTAC	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		

OP \$265.00 4049512

TRADEMARK

ATTORNEY DOCKET NUMBER:	88650.202
NAME OF SUBMITTER:	Valerie Brennan
SIGNATURE:	/vb/
DATE SIGNED:	02/05/2015

Total Attachments: 6

source=Sonitus - GECC TM Security Agreement (Executed)#page1.tif

source=Sonitus - GECC TM Security Agreement (Executed)#page2.tif

source=Sonitus - GECC TM Security Agreement (Executed)#page3.tif

source=Sonitus - GECC TM Security Agreement (Executed)#page4.tif

source=Sonitus - GECC TM Security Agreement (Executed)#page5.tif

source=Sonitus - GECC TM Security Agreement (Executed)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 3, 2015, is made by SONITUS MEDICAL 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 September 5, 2013 (as amended by that First Amendment to Loan and Security Agreement, dated as of January 31, 2014 and effective as of October 31, 2013, that certain Second Amendment, Consent and Waiver to Loan and Security Agreement, dated as of June 2, 2014, and the Forbearance Agreement (as defined below) and as further 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 that certain Third Forbearance Agreement and Third Amendment to Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Forbearance Agreement**”), among Grantor, the other Loan Parties party thereto, Agent and the Lenders, the Lender Parties (as defined therein) severally agreed to, among other things, forbear from exercising certain of their default-related rights and remedies against Grantor and the Loan Parties granted under the Loan Agreement;

WHEREAS, pursuant to the Forbearance Agreement, and in consideration of the advances and other agreements therein, Grantor has agreed to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of, among other things, the premises and mutual covenants contained herein, to induce Agent and the Lenders to enter into and perform under the Forbearance 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 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 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 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 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 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 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.

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 interests granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement and the Forbearance 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 and the Forbearance 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.

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.

[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.

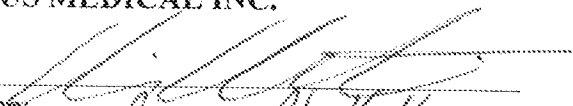
GRANTOR:

SONITUS MEDICAL INC.

By: _____

Name: _____

Title: _____


Amir Aboufathi
CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

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:

SONITUS MEDICAL INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Michael G. Gardullo
Title: Duly Authorized Signatory

**Schedule 2
to
Intellectual Property Security Agreement**

LIST OF U.S. REGISTERED TRADEMARKS

REG. NO.	TITLE	MATERIAL
4,049,512	SONITUS (STANDARD CHARACTERS)	YES
4,049,513	SONITUS MEDICAL (STANDARD CHARACTERS)	YES
4,049,514	SONITUS MEDICAL (STYLIZED)	YES
4,238,318	ATAC (STANDARD CHARACTERS)	NO
4,246,645	SOUND INNOVATION, WITH TEETH. (STANDARD CHARACTERS)	YES

LIST OF CTM REGISTERED TRADEMARKS

REG. NO.	TITLE	MATERIAL
011081262	SOUNDBITE (FIGURATIVE)	YES
011081296	SOUNDBITE HEARING SYSTEM (FIGURATIVE)	YES
011082153	SONITUS MEDICAL (FIGURATIVE)	YES

LIST OF U.S. ALLOWED TRADEMARKS

APPLICATION NO.	TITLE	MATERIAL
77/855,308	NOVAH (STANDARD CHARACTERS)	NO
77/855,320	NOVA (STANDARD CHARACTERS)	NO
77/855,333	SONIC TOOTH (STANDARD CHARACTERS)	NO
85/217,275	TRUETOOTH (STANDARD CHARACTERS)	NO

LIST OF U.S. PENDING TRADEMARKS

APPLICATION NO.	TITLE	MATERIAL
85/934,571	CTAC (STANDARD CHARACTERS)	NO

LIST OF U.S. COMMON LAW TRADEMARKS

APPLICATION NO.	TITLE	MATERIAL
TBD	SOUNDBITE (STYLIZED)	YES
TBD	SOUNDBITE HEARING SYSTEM (STYLIZED)	YES