

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM351835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangent Medical Technologies, Inc.		12/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center #600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4432814	NOVACATH	
CORRESPONDENCE DATA			
Fax Number:	4149788789		
<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:	4142775789		
Email:	tm-dept@quarles.com		
Correspondent Name:	Cheryl M. Smukowski		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	133749.00093		
NAME OF SUBMITTER:	Cheryl M. Smukowski		
SIGNATURE:	/cms/		
DATE SIGNED:	08/18/2015		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 19, 2013, is made by Tangent Medical Technologies, Inc., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Agent and the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 19, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make the Term Loan ("Loan") to Grantor upon the terms and subject to the conditions set forth therein;

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make the Loan to Grantor thereunder, 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 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 the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following property of Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, those referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) 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 the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, including the effectiveness of this Agreement and Agent's authority to file any UCC statement to perfect a security interest in the Collateral, the terms and provisions 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 assume 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.

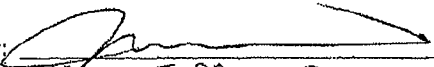
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

TANGENT MEDICAL TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Jeffrey S. Williams
Title: CEO

#26743007

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005602 FRAME: 0101

ACKNOWLEDGMENT OF GRANTOR

State of Michigan)
County of Oakland)

ss.

On this 17th day of December __, 2013 before me personally appeared Jeffrey S. Williams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tangent Medical Technologies, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Gail H. Shaw
Notary Public

GAIL H. SHAW
NOTARY PUBLIC, OAKLAND COUNTY, MI
MY COMMISSION EXPIRES MARCH 25, 2014
ACTING IN Oakland COUNTY

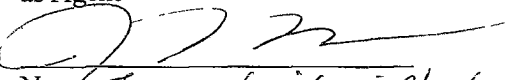
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#26743007

TRADEMARK
REEL: 005602 FRAME: 0102

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: *Jacqueline Kim Bledinski*
Title: Duly Authorized Signatory

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Novacath Trademark	Reg. No. 4,432,814 dated 11/12/2013
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Patents

Docket Number	Type	Filing Date	Application Number	Publication Number
P01 "NovaCath" (*UMich)	US*	12-Aug-2010	12/855,013	2011-0040281
	US2*	31-Oct-2012	13/665,162	2013-0053650
	US3*	28-Jun-2013	13/930,897	TBD
	US4*	28-Jun-2013	13/930,893	TBD
	AU*	01-Feb-2012	20100282383	TBD
	CA*	31-Jan-2012	2769676	TBD
	CN*	09-Feb-2012	201080035339.5	CN 102573980 A
	EP*	02-Mar-2012	10808800.6	EP 2464409
	IN*	03-Feb-2012	1107/CHENP/2012	TBD
	JP*	13-Aug-2010	20120524895.0	TBD
	MX*	14-Feb-2012	20120001918.0	TBD
P04"safety needle"	US	19-May-2011	13/111,716	2011-0288482
P05 "NovaCath Improvements"	US	19-May-2011	13/111,693	2011-0301541

P06 "omnibus" (PCT includes P03, P04 and P05)	PCT	19-May-2011	PCT/US/2011/37230	WO 2011-146764
	AU	19-May-2011	2011255491	TBD
	CA	19-May-2011	TBD	TBD
	CN	19-May-2011	201180024152.X	CN 102892457
	EP	19-May-2011	11784270.8	EP 2571562
	IN	19-May-2011	10848/DELNP/2012	TBD
	JP	19-May-2011	2013-511366	TBD
	MX	19-May-2011	MX/A/2012/013407	TBD
P07 "flush flash"	US	19-Nov-2012	13/681,149	20130158506

Copyrights

NONE.

TANGENT MEDICAL TECHNOLOGIES, INC.
CERTIFICATE OF CHIEF FINANCIAL OFFICER

The undersigned, Colleen M. Spencer, is the Chief Financial Officer of Tangent Medical Technologies, Inc., a Delaware corporation ("**Borrower**"). With this Certificate please refer to that certain Loan And Security Agreement, dated as of December 19, 2013, among General Electric Capital Corporation, individually as a Lender and in its capacity as administrative agent and collateral agent for Lenders (together with its successors and assigns in such capacity, "**Agent**"), and Borrower, as borrower (as the same may be amended, restated, or otherwise modified from time to time, the "**Loan Agreement**").

Capitalized terms used but not defined in this Certificate shall have the meanings given to them in the Loan Agreement.

Borrower, Lender, and Agent have entered into that certain Waiver And First Amendment To Loan And Security Agreement, dated as of August 18, 2015 (the "**First Amendment**") which, among other things, amends the Loan Agreement.

Pursuant to the requirements of Section 7 of the First Amendment, the undersigned, on behalf of Borrower, hereby certifies to Agent and Lender as follows:

1. Attached to this Certificate is a true, correct, and complete updated Schedule 1 to the Intellectual Property Security Agreement.
2. All Intellectual Property owned by Borrower as of August 18, 2015, is reflected on the attached updated Schedule 1 to the Intellectual Property Security Agreement.
3. Borrower acknowledges that Agent may exercise any rights that Agent may have under Section 3 of the Loan Agreement with respect to Borrower's Intellectual Property.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, in her capacity as Chief Financial Officer of Borrower, as of August 18, 2015.

TANGENT MEDICAL TECHNOLOGIES, INC.,
A Delaware corporation

By: Colleen M. Spencer
Name: Colleen M. Spencer
Title: Chief Financial Officer

UPDATED (As of August 18, 2015)
SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Novacath Trademark	Reg. No. 4,432,814 dated 11/12/2013
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Copyrights

None

Patent Registrations

Docket Number	Type	Filing Date	Application Number	Publication Number	Issue Date	Patent Number	Expiration Date
P01 "NovaCath" (*Owned by the University of Michigan and Licensed to Tangent under a License Agreement dated 04-Feb 2010, as amended)	US*	August 12, 2010	12/855,013	2011-0040281	December 4, 2012	US 8,323,249	August 12, 2030
	US2*	October 31, 2012	13/665,162	2013-0053650	March 11, 2014	US 8,668,674	October 31, 2032
	US3*	June 28, 2013	13/930,797	2014-0221933	March 3, 2015	8,968,252	June 28, 2033
	US4*	June 28, 2013	13/930,897	TBD	June 16, 2014	US 8,790,310	June 28, 2033
	US5*	January 22, 2015	14/602,735	TBD			
	AU*	February 1, 2012	20100282383	TBD	Allowed	AU 2010282383	
	CA*	January 31, 2012	2769676	TBD	Intend to Abandon as not material to business		
	CN*	February 9, 2012	201080035339.5	CN 102573980 A	January 29, 2014	China ZL201080035339.5	
	EP*	March 2, 2012	10808800.6	EP 2464409			
	IN*	February 3, 2012	1107/CHENP/2012	TBD	Intend to abandon as not material to business		
	JP*	February 2, 2012	2012-0524895.0	TBD			
	MX*	February 3, 2012	MX/a/2012/001918	TBD	Issued	MX 327 761 B	
P04 "Safety Needle"	US	May 19, 2011	13/111,716	2011-0288482	Issued	US 8,814,833	May 19, 2031
	US2	June 9, 2014	14/299,872	TBD			
	US3	June 25, 2014	14/314,897	TBD	Allowed		
P05 "NovaCath Improvements"	US	May 19, 2011	13/111,693	2011-0301541	July 8, 2014	US 8,771,230	May 19, 2031
	US2	May 5, 2014	14/267811	TBD			
P06 "Omnibus" (includes P03, P04 and P05)	AU	May 19, 2011	2011255491	TBD	Intend to Abandon as not material to business		
	CA	May 19, 2011	TBD	TBD	Issued	CA 2798020	
	CN	May 19, 2011	201180024152.X	CN 102892457	July 31, 2014	China ZL201180024152.X	
	EP	May 19, 2011	11784270.8	EP 2571562	Intend to Abandon as not material to business		
	IN	May 19, 2011	10848/DELNP/2012	TBD	Intend to Abandon as not material to business		
	JP	May 19, 2011	2013-511366	TBD	July 25, 2014	Japan 5582594	
	MX	May 19, 2011	MX/A/2012/013407	TBD	Abandoned as not material to business		
P07 "Flush Flash"	US	November 19, 2012	13/681,149	20130158506	Abandoned as not material to business		
P08 "Vein Simulator"	US-PRV	August 29, 2014	62/043,813	TBD	Abandoned as not material to business		