

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NxThera, Inc.		12/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	2350 Mission College Blvd., Suite 988		
Internal Address:	Attn: Linda LeBeau, Managing Director		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86305133	CONVECTIVE WAVE	
Serial Number:	77579056	NXTHERA	
Serial Number:	86075496	RESTOR	
Serial Number:	86075487	REVIV	
Serial Number:	85331211	REZUM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	381874-7		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	12/10/2015		

CH \$140.00 86305133

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 1, 2015 by and between EAST WEST BANK ("Bank") and NXTERA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of May 14, 2014 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

Address of Grantor:

7351 Kirkwood Lane North, Suite 138
Maple Grove, MN 55309
Attn: Chief Executive Officer

NXThERA, INC.

By:



Title:

President & CEO

BANK:

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Linda Le Beau, Managing Director
FAX: (408) 588-9688

EAST WEST BANK

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

7351 Kirkwood Lane North, Suite 138
Maple Grove, MN 55309
Attn: Chief Executive Officer

NXTERA, INC.

By: _____

Title: _____

Address of Bank:

2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Attn: Linda Le Beau, Managing Director
FAX: (408) 588-9688

BANK:

EAST WEST BANK

By:  _____

Title: Managing Director, Life Sciences

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

[See Attached]

SCHEDULE A

ISSUED AND PENDING PATENTS

Country	Status	Title	Application No.	App. Date	Publication No.	Pub. Date	Patent No.	Grant Date
United States	Granted	Systems And Methods For Treatment Of Prostatic Tissue	12/614,218	11/6/2009	2010-0145325	6/10/2010	8,251,985	8/28/2012
United States	Granted	Systems And Methods For Treatment Of Prostatic Tissue	12/614,238	11/6/2009	2010-0145254	6/10/2010	8,419,723	4/16/2013
United States	Granted	Systems And Methods For Treatment Of BPH	12/614,226	11/6/2009	2010-0145326	6/10/2010	8,372,065	2/12/2013
United States	Published	Systems And Methods For Treatment Of Prostatic Tissue	13/595,914	8/27/2012	2012-0323167	12/20/2012		
United States	Granted	Systems And Methods For Treatment Of Prostatic Tissue	13/861,109	4/11/2013	2013-0226164	8/29/2013	8,585,692	11/19/2013
United States	Published	Systems And Methods For Treatment Of BPH	14/453,254	8/6/2014	2015-0025516	1/22/2015		
United States	Granted	Systems And Methods For Treatment Of BPH	13/764,645	2/11/2013	2013-0158534	6/20/2013	8,801,702	8/12/2014
Australia	Allowed	Systems And Methods For Treatment Of Prostatic Tissue	2009313391	11/6/2009				
Australia	Pending	Systems And Methods For Treatment Of Prostatic Tissue	2009313397	11/6/2009				
Australia	Pending	Systems And Methods For Treatment Of BPH	2009313324	11/6/2009				
Brazil	Pending	Systems And Methods For Treatment Of Prostatic Tissue	PI0921422-4	11/6/2009				
Canada	Pending	Systems And Methods For Treatment Of Prostatic Tissue	2,742,522	11/6/2009				
China	Allowed	Systems And Methods For Treatment Of Prostatic Tissue	200980153712.4	11/6/2009	CN102271605A	12/7/2011		
Europe	Published	Systems And Methods For Treatment Of Prostatic Tissue	09825489.9	11/6/2009	2352453	8/10/2011		
Europe	Published	Systems And Methods For Treatment Of Prostatic Tissue	09825493.1	11/6/2009	2352452	8/10/2011		
Europe	Published	Systems And Methods For Treatment Of BPH	09825506.0	11/6/2009	2352447	8/10/2011		
Hong Kong	Published	Systems And Methods For Treatment Of Prostatic Tissue	09825489.9	11/6/2009	2352453	8/10/2011		
Hong Kong	Pending	Systems And Methods For Treatment Of Prostatic Tissue	09825493.1	11/6/2009	2352452	8/10/2011		
Hong Kong	Published	Systems And Methods For Treatment Of BPH	09825506.0	11/6/2009	2352447	8/10/2011		
India	Published	Systems And Methods For Treatment Of Prostatic Tissue	1855/KOLNP/2011	11/6/2009		9/9/2011		

India	Published	Systems And Methods For Treatment Of Prostatic Tissue	1838/KOLNP/2011	11/6/2009	1838/KOLNP/2011	9/2/2011		
India	Published	Systems And Methods For Treatment Of BPH	1839/KOLNP/2011	11/6/2009	1839/KOLNP/2011	9/2/2011		
Japan	Published	Systems And Methods For Treatment Of Prostatic Tissue	2011-535694	11/6/2009	2012-508067	4/5/2012		
Japan	Published	Systems And Methods For Treatment Of Prostatic Tissue	2015-000361	11/6/2009	2015-077463	4/23/2015		
New Zealand	Granted	Systems And Methods For Treatment Of Prostatic Tissue	592912	11/6/2009	592912	8/30/2013	592912	12/3/2013
United States	Granted	Systems And Methods For Treatment Of Prostatic Tissue	12/687,722	1/14/2010	2010-0179528	7/15/2010	8,388,611	3/5/2013
United States	Published	Systems And Methods For Prostate Treatment	12/768,544	4/27/2010	2010-0286679	11/11/2010		
United States	Published	Systems And Methods For Prostate Treatment	12/843,581	7/26/2010	2010-0292767	11/18/2010		
United States	Granted	Systems And Methods For Male Sterilization	12/436,703	5/6/2009	2009-0277457	11/12/2009	8,272,383	9/25/2012
United States	Granted	Systems And Methods For Prostate Treatment	13/072,573	3/25/2011	2011-0238144	9/29/2011	8,632,530	1/21/2014
United States	Granted	Systems And Methods For Prostate Treatment	13/352,198	1/17/2012	2012-0116376	5/10/2012	8,273,079	9/25/2012
United States	Allowed	Systems And Methods For Prostate Treatment	14/106,388	12/13/2013	2014-0107637	4/17/2014		
Australia	Pending	Systems And Methods For Prostate Treatment	2011230568	3/25/2011				
Brazil	Pending	Systems And Methods For Prostate Treatment	BR 11 2012 022132 9	3/25/2011				
Canada	Pending	Systems And Methods For Prostate Treatment	2,791,494	3/25/2011				
China	Published	Systems And Methods For Prostate Treatment	201180015914.X	3/25/2011	CN102821710A	12/12/2012		
Europe	Published	Systems And Methods For Prostate Treatment	11760308.4	3/25/2011	2549963	1/30/2013		
Hong Kong	Published	Systems And Methods For Prostate Treatment	11760308.4	3/25/2011	2549963	1/30/2013		
India	Pending	Systems And Methods For Prostate Treatment	2419/KOLNP/2012	3/25/2011				
Japan	Published	Systems And Methods For Prostate Treatment	2013-501516	3/25/2011	2013-523220	7/17/2013		

New Zealand	Granted	Systems And Methods For Prostate Treatment	602609	3/25/2011			602609	3/25/2015
China	Published	Systems And Methods For Prostate Treatment	201280055441.0	9/13/2012	103917200A	7/9/2014		
Europe	Published	Systems And Methods For Prostate Treatment	12832667.5	9/13/2012	2755614	7/23/2014		
United States	Published	Systems And Methods For Prostate Treatment	14/241,977	6/10/2014	2014-0288543	9/25/2014		
Europe	Published	Induction Coil Vapor Generator	13771921.7	4/3/2013	2833815	2/11/2015		
Hong Kong	Published	Induction Coil Vapor Generator	13771921.7	4/3/2013	2833815	2/11/2015		
United States	Published	Induction Coil Vapor Generator	14/384,774	9/12/2014	2015-0025515	2/11/2015		
Australia	Pending	Systems And Methods For Treating Prostate Cancer	2014236335	3/14/2014				
Brazil	Pending	Systems And Methods For Treating Prostate Cancer	BR 11 2015 022358 3	3/14/2014				
Canada	Pending	Systems And Methods For Treating Prostate Cancer	2,905,508	3/14/2014				
China	To Be Filed (by 11/14/15)	Systems And Methods For Treating Prostate Cancer	(PCT/US14/28985)	3/14/2014				
Europe	Pending	Systems And Methods For Treating Prostate Cancer	14769811.2	3/14/2014				
India	Pending	Systems And Methods For Treating Prostate Cancer	3177/KOLNP/2015	3/14/2014				
Japan	Pending	Systems And Methods For Treating Prostate Cancer	(PCT/US14/28985)	3/14/2014				
New Zealand	Pending	Systems And Methods For Treating Prostate Cancer	712154	3/14/2014				
United States	Pending	Systems And Methods For Treating Prostate Cancer	14/773,853	9/9/2015				
United States	Published	Systems And Methods For Treating The Prostate	14/566,448	12/10/2014	2015-0157384	6/11/2015		
WO / PCT	Published	Vapor Ablation Systems And Methods	PCT/US14/69559	12/10/2014	WO2015/089190	6/18/2015		
United States	Pending	Vapor Ablation Systems And Methods	62/109,540	1/29/2015				
United States	Pending	Systems And Methods For Treating The Bladder With Condensable Vapor	62/160,963	5/13/2015				

EXHIBIT C

[See Attached]

NXTHERA TRADEMARKS

File Number	Owner	Trademark	Jurisdiction Status / Sub Status	Application No Filing Date	Registration No Registration Date
T249421.IB-AU.01	NxThera, Inc.	CONVECTIVE WAVE	Australia Pending	1236026 Oct 17, 2014	1675605
T249421.IB-CN.01	NxThera, Inc.	CONVECTIVE WAVE	China Pending	Oct 17, 2014	
T249421.IB-EM.01	NxThera, Inc.	CONVECTIVE WAVE	European Union Pending	1236026 Oct 17, 2014	
T249421.IB.01	NxThera, Inc.	CONVECTIVE WAVE	International Bureau (WIPO) Registered	A0045772 Oct 17, 2014	1236026 Oct 17, 2014
T249421.IB-IL.01	NxThera, Inc.	CONVECTIVE WAVE	Israel Pending	Oct 17, 2014	
T244054.US.01	NxThera, Inc.	CONVECTIVE WAVE	United States of America Allowed	86/305,133 Jun 10, 2014	
T239365.US.01	NxThera, Inc.	NXTHERA	United States of America Registered	77/579,056 Sep 25, 2008	4400325 Sep 10, 2013
T241899.IB-AU.01	NxThera, Inc.	RESTÖR	Australia Registered	1215609 Mar 11, 2014	1646281 Mar 11, 2014
T241899.IB-CN.01	NxThera, Inc.	RESTÖR	China Pending / To Be Abandoned	Mar 11, 2014	
T241899.IB-EM.01	NxThera, Inc.	RESTÖR	European Union Pending / Opposed	Mar 11, 2014	
T241899.IB.01	NxThera, Inc.	RESTÖR	International Bureau (WIPO) Registered	A00041323 Mar 11, 2014	1215609 Mar 11, 2014

T241899.IB-IL.01	NxThera, Inc.	RESTÖR	Israel Pending	Mar 11, 2014	
T241899.US.01	NxThera, Inc.	RESTÖR	United States of America Published / Opposed	86/075,496 Sep 26, 2013	
T241898.IB- AU.01	NxThera, Inc.	REVĪV	Australia Registered	1215610 Mar 11, 2014	1646282 Mar 11, 2014
T241898.IB- EM.01	NxThera, Inc.	REVĪV	European Union Pending	Mar 11, 2014	
T241898.IB.01	NxThera, Inc.	REVĪV	International Bureau (WIPO) Registered	A0041321 Mar 11, 2014	1215610 Mar 11, 2014
T241898.IB-IL.01	NxThera, Inc.	REVĪV	Israel Pending	Mar 11, 2014	
T241898.US.01	NxThera, Inc.	REVĪV	United States of America Allowed	86/075,487 Sep 26, 2013	
T240981.IB- AU.01	NxThera, Inc.	REZŪM	Australia Registered	Nov 4, 2011	01100098 Nov 4, 2011
T240981.IB- CN.01	NxThera, Inc.	REZŪM	China Registered	Nov 4, 2011	01100098 Nov 4, 2011
T240981.IB- EM.01	NxThera, Inc.	REZŪM	European Union Registered	Nov 4, 2011	01100098 Nov 4, 2011
T240981.IB.01	NxThera, Inc.	REZŪM	International Bureau (WIPO) Registered	01100098 Nov 4, 2011	01100098 Nov 4, 2011
T240981.IB-IL.01	NxThera, Inc.	REZŪM	Israel Registered	Nov 4, 2011	01100098 Nov 4, 2011
T240981.IB-SE.01	NxThera, Inc.	REZŪM	Sweden Registered	Nov 4, 2011	01100098 Nov 4, 2011

T240981.IB-GB.01	NxThera, Inc.	REZŪM	United Kingdom Registered	Nov 4, 2011	01100098 Nov 4, 2011
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T240981.US.01	NxThera, Inc.	REZŪM	United States of America Registered	85/331,211 May 26, 2011	4317708 Apr 9, 2013
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