

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTONOMIC TECHNOLOGIES, INC.		12/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC		
Street Address:	1000 Main Street, Suite 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4325312	ATI	
Registration Number:	4660298	ATI	
Registration Number:	4240778	AUTONOMIC TECHNOLOGIES	
Registration Number:	4660297	AUTONOMIC TECHNOLOGIES	
Registration Number:	4236476		
Registration Number:	4672376		
Registration Number:	4828187	PULSANTE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	67478-108		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

CH \$190.00 4325312

SIGNATURE:	/JLT2/
DATE SIGNED:	12/30/2015
Total Attachments: 6 source=ATI Patent & Trademark Security Agreement#page1.tif source=ATI Patent & Trademark Security Agreement#page2.tif source=ATI Patent & Trademark Security Agreement#page3.tif source=ATI Patent & Trademark Security Agreement#page4.tif source=ATI Patent & Trademark Security Agreement#page5.tif source=ATI Patent & Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, AUTONOMIC TECHNOLOGIES, INC., a Delaware corporation (“**Grantor**”), is party to that certain Security Agreement, dated as of December 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the Subsidiary Guarantors party thereto, and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “**Administrative Agent**”), pursuant to which Grantor has granted to each Lender, each other Secured Party and the Administrative Agent, for itself and for the benefit of the Secured Parties, a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the trademark, the trademark application, or the resulting trademark registration or result in cancellation of such trademark application or registration).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.


This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

Date: December 29, 2015

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AUTONOMIC TECHNOLOGIES, INC., as
Grantor

By  _____
Name: Craig Patterson
Title: Chief Financial Officer
Date: December 29, 2015

[Signature Page to Patent & Trademark Security Agreement (ATT)]

TRADEMARK
REEL: 005699 FRAME: 0464

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

Patent Description/Title	Patent Number (if registered) or Serial Number (if applied for only)	Issuance Date (if Registered) or Filing Date (if applied for only)
Method and Device for the Treatment of Headache	8,473,062	June 25, 2013
Integrated Delivery and Visualization Tool for a Neuromodulation System	8,412,336	April 2, 2013
Integrated Delivery and Visualization Tool for a Neuromodulation System	8,781,574	July 15, 2014
Approval Per Use Implanted Neurostimulator	12/688,524	January 15, 2010
Implantable Neurostimulator with integral hermetic electronic enclosure, circuit substrate, monolithic feed-through, lead assembly and anchoring mechanism	8,494,641	July 23, 2013
Implantable Neurostimulator with integral hermetic electronic enclosure, circuit substrate, monolithic feed-through, lead assembly and anchoring mechanism	8,886,325	November 11, 2014
MOLDING OF A NEUROSTIMULATOR FOR DELIVERY INTO THE PTERYGOPALATINE FOSSA	13/966,402	August 14, 2013
Neurostimulator System, Apparatus and Method	13/722,260	December 20, 2012
Neurostimulator System, Apparatus and Method	14/801,211	July 6, 2015
Neurostimulator System, Apparatus and Method	8,903,499	December 2, 2014
Surgical Tools to Facilitate Delivery of a Neurostimulator into the Pterygopalatine Fossa	13/470,480	May 14, 2012
Apparatus and Method for Delivering a Neurostimulator into the Pterygopalatine Fossa	13/476,224	May 21, 2012
Neuromodulation of the Vidian Nerve for Treatment of Medical Conditions	13/917,994	June 14, 2013
Stimulation method for the sphenopalatine ganglia, sphenopalatine nerve, or vidian nerve for treatment of medical conditions	13/917,917	June 14, 2013
Stimulation method for the sphenopalatine ganglia, sphenopalatine nerve, or vidian nerve for treatment of medical conditions	13/917,953	June 14, 2013
Surgical guidance tool to facilitate delivery of a Neurostimulator into a Pterygopalatine Fossa	13/923,683	June 21, 2013
Stimulation method for the sphenopalatine ganglia, sphenopalatine nerve, or vidian nerve for treatment of medical conditions	13/746,038	January 21, 2013
Integrated Delivery and Visualization Tool for a Neuromodulation System	14/312,142	June 23, 2014
Implantable Neurostimulator with integral hermetic electronic enclosure, circuit substrate, monolithic feed-through, lead assembly and anchoring mechanism	14/233,765	March 24, 2014
Implantable Medical Device and Method for Laser Processing	14/320,107	June 30, 2014

Patent Description/Title	Patent Number (if registered) or Serial Number (if applied for only)	Issuance Date (if Registered) or Filing Date (if applied for only)
Method of Using Trigeminal Somatosensory Evoked Potentials for Neurostimulator Placement	14/205,784	March 12, 2014
System and Method for Surgical Planning and Navigation to Facilitate Placement of a Medical Device Within a Target region of a Patient	14/283,420	May 21, 2014
Approval Per Use Implanted Neurostimulator	14/849,351	September 9, 2015
Neurostimulator System, Apparatus and Method for Conducting a Clinical Trial	14/850,986	September 11, 2015
Implantable Medical Device and Method for Laser Processing	PCT/US2014/44929(EU)	June 30, 2015
Implantable Neurostimulator with integral hermetic electronic enclosure, circuit substrate, monolithic feed-through, lead assembly and anchoring mechanism	14/858,904	September 18, 2015
Surgical Tools to Facilitate Delivery of a Neurostimulator into the Pterygopalatine Fossa	14/954,070	November 30, 2015
Surgical Guide and Method for Guiding a Therapy Delivery Device into the Sphenopalatine Fossa	13/397,060	February 15, 2012
Method of Improving a Patient's Recovery After a Neuro-Ischemic Event	62/237,754	October 6, 2015
Patient Identification System	8,339,262	December 25, 2012
Patient Identification System	8,686,858	April 1, 2014
Devices Methods and Systems for Harvesting Energy in the Body	8,311,632	November 13, 2012
Device for Energy Harvesting Within a Vessel	8,283,793	October 9, 2012
Method and Devices for Adrenal Stimulation	12/791,690	June 1, 2010
Patient Identification System	14/211,622	March 14, 2014
Neuromodulation to Treat Menopause-Related Conditions	14/093,094	November 29, 2013
Methods of Treating Medical Conditions by Transvascular Neuromodulation of the Autonomic Nervous System	13/781,936	March 1, 2013
Methods of Treating Medical Conditions by Transvascular Neuromodulation of the Autonomic Nervous System	14/945,518	November 19, 2015

Schedule B
to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number (if registered) or Serial Number (if applied for only)	Registration Date (if Registered) or Filing Date (if applied for only)
"ATI" in Class 42	4,325,312	April 23, 2013
"ATI" in Class 10	4,660,298	December 23, 2014
"Autonomic Technologies + knot logo" in Class 42	4,240,778	November 13, 2012
"Autonomic Technologies + knot logo" in Class 10	4,660,297	December 23, 2014
"Autonomic Technologies + knot logo" in Classes 10, 42	010512371(EU)	May 18, 2012
"Knot Logo" in class 42	4,236,476	November 6, 2012
"Knot Logo" in class 10	4,672,376	January 13, 2015
"Pulsante" in class 10	4,828,187	October 6, 2015
"ATI" in Classes 10,42	010531821 (EU)	May 18, 2012
"Knot Logo" in classes 10,42	010512564 (EU)	May 18, 2012
"Pulsante" in class 10	522226 (Sweden)	December 1, 2014
"Pulsante" in class 10	302014051190 (Germany)	March 2, 2015
"Pulsante" in class 10	13039251 (EU)	November 20, 2014
"Pulsante" in class 10	VR201402130 (Denmark)	October 7, 2014
"Pulsante" in class 10	281002 (Austria)	December 3, 2014