TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386079

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYPERBRANCH MEDICAL TECHNOLOGY, INC.		04/08/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Pacific Western Bank
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	State Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86781732	

CH $40.00 86781732

CORRESPONDENCE DATA

Fax Number: 9193541278

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.

Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondent Name: Pacific Western Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE/CCD
DATE SIGNED:	05/31/2016

Total Attachments: 5
source=Amended and Restated Intellectual Property Agree 4-8-16#page1.tif
source=Amended and Restated Intellectual Property Agree 4-8-16#page2.tif
source=Amended and Restated Intellectual Property Agree 4-8-16#page3.tif

source=Amended and Restated Intellectual Property Agree 4-8-16#page4.tif
source=Amended and Restated Intellectual Property Agree 4-8-16#page5.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2016, by and between PACIFIC WESTERN BANK ("*Bank*"), a California state chartered bank, and HYPERBRANCH MEDICAL TECHNOLOGY, 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 (as successor in interest by merger to Square 1 Bank) and Grantor dated September 10, 2008 (as amended from time to time and as the same may be further amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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.

D. Bank (as successor in interest by merger to Square 1 Bank) and Grantor are parties to that certain Intellectual Property Security Agreement dated September 10, 2008 (the "*Existing Agreement*"). Bank and Grantor wish to amend and restate the terms of the Existing Agreement in accordance with the terms hereof.

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 Bank and Grantor, 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 (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

TRADEMARK
REEL: 005803 FRAME: 0046

throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

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.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HYPERBRANCH MEDICAL TECHNOLOGY, INC.

Address of Grantor:

801 Capitola Drive, #4
Durham, NC 27713-4410
Attn: John Conn

By: _____

Title: President/CEO

BANK:

PACIFIC WESTERN BANK

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By: _____

Title: Senior Vice President

TRADEMARK
REEL: 005803 FRAME: 0047

EXHIBIT A

COPYRIGHTS

Description	Registration Number	Registration Date
None.		

GnIqkapw.DOC

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Crosslinked gels comprising polyalkleneImines, and their uses as medical devices	11/653,433	01/11/2007
Applicators for Multiple Component Formulations and the Like, and Methods of Use Thereof	8,262,608	01/25/2008
Self-contained medical applicators component formulations, and methods of use thereof	8,323,262	12/04/12
Self-contained medical applicators for surgical sealants, and methods of use thereof	8,343,183	1/01/13
Crosslinked polyalkyleneimine hydrogels with tunable degradation rates	8,410,189	4/02/13
Crosslinked Polyalkyleneimine Hydrogels with Tunable Degradation Rates	8,846,022	9/30/14
Disposable syringe applicators for multi-component formulations, and methods of use thereof	14/882,066	10/13/15
Extended Tip Spray Applicator for Two-Component Surgical Sealant, and Methods of Use Thereof	14/677,382	4/02/15

Gn1qkapw.DOC

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
HYPERBRANCH MEDICAL TECHNOLOGY, INC.	78/542,922	01/06/2005
	86/781,732	10/08/15
ADHERUS	77/951304	3/05/10

Gn1qkapw.DOC