

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReliantHeart, Inc.		09/20/2016	Corporation: DELAWARE
ReliantHeart B.V.		09/20/2016	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	TCJ I, LLC		
Street Address:	82 Nassau St., Suite 428		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4832302	RELIANTHEART	
CORRESPONDENCE DATA			
Fax Number:	3109145837		
<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:	212-790-4510		
Email:	GDelcoure@manatt.com		
Correspondent Name:	Brian Korn c/o Manatt, Phelps & Phillips		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	49131-032		
NAME OF SUBMITTER:	Gayle K Delcoure, IP/Trademark Paralegal		
SIGNATURE:	/G. Delcoure/		
DATE SIGNED:	10/17/2016		
Total Attachments: 7			
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Short Form Intellectual Property Security Agreement (herein “Short Form Agreement”) is entered into on this 20th day of September, 2016, by and among (i) ReliantHeart Inc., a Delaware corporation with its principal place of business located at 8965 Interchange Drive, Houston, TX, 77054, and ReliantHeart B.V., a private limited liability company (besloten vennootschap) formed in the Netherlands with its principal place of business located at Erfstraat 10a, Uden 5405 BE, Netherlands (individually, inter-changeably or collectively as the context requires, the “Borrower”), and (ii) TCJ I, LLC, a Delaware limited liability company, having its principal place of business at 82 Nassau St. #428, New York, NY 10038 (the “Lender”).

RECITALS

This Agreement is a **supplement** to the “Amended and Restated Commercial Security Agreement” (herein “Security Agreement”) entered into, in part, by and between the Borrower and Lender on the 20th day of September, 2016.

All terms not expressly defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Short Form Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”), which sets forth the Borrower’s pledge of its intellectual property as a first priority security for the indebtedness Borrower owes Lender as set forth in the Security Agreement and all other loan documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in, and lien on, all of the intellectual property assets of Borrower, including, without limitation:

1. all patents and patent applications set forth in Schedule A attached hereto, including all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto;
2. all trademarks and trademark applications set forth in Schedule B attached hereto, including all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto;
3. all rights of any kind whatsoever accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

4. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
5. any and all claims and causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

REPRESENTATIONS AND MISCELLANEOUS

The Borrower authorizes the Commissioner for Patents and any other government officials to record this Short Form Agreement upon request of the Lender.

This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Security Agreement. The rights and remedies of the Lender with respect to the security interest are as provided by the Security Agreement, and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.

This Short Form Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Short Form Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Short Form Agreement and the transactions contemplated hereby and thereby shall be governed, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

In case any one or more of the provisions contained in this Short Form Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provisions.

[Remainder of page intentionally left blank]

Wherefore, Grantor and Lender have caused this Security Agreement to be duly executed as of the date first above written.

GRANTOR

RELIANTHEART INC.

DocuSigned by:
By: *Rodger Ford*
D2FBC97049DA4F5...

Printed Name: Rodger Ford
Title: Chief Executive Officer

RELIANTHEART B.V.

DocuSigned by:
By: *Rodger Ford*
D2FBC97049DA4F5...

Printed Name: Rodger Ford
Title: Chief Executive Officer

LENDER

TCJ I, LLC

DocuSigned by:
By: *Michael Finkelstein*
3C0B4573E7E441E...

Printed Name: Michael Finkelstein
Title: Chief Executive Officer

SCHEDULE A

LIST OF PATENTS


Attached.

Patent No./ Application No.	Issue Date/ Filed Date	Expiry Date
6,058,958 (015US)	9-May-00	5-Nov-18
6,183,412 (009US-01)	6-Feb-01	2-Oct-18
6,605,032 (009US-03)	12-Aug-03	2-Oct-18
6,652,447 (009US-02)	25-Nov-03	26-Nov-18
7,175,588 (019US)	13-Feb-07	25-Feb-25
7,396,327 (025US)	8-Jul-08	1-May-26
7,856,335 (031US)	21-Dec-10	10-Apr-29
7,951,062 (040US)	31-May-11	29-Nov-24
8,190,390 (044US)	29-May-12	10-Apr-29
8,323,173 (23US)	4-Dec-12	7 Jun 2029
8,303,482 (36US)	6-Nov-12	5 Aug 2031
8,376,926 (39US)	19-Feb-13	25-Nov-28

Patent No./ Application No.	Issue Date/ Filed Date	Expiry Date
11/916,958 20090156885 (35US)	10 Sept 10	
12/594,792 20100130809 (27US)	12 Jan 10	
8,961,698 20130042892 (45US)	21-Aug-12	
14/574,612 (45US-1)	18-Dec-14	
14/926,403 (50US)	29 Oct 15	

SCHEDULE B

LIST OF TRADEMARKS

Trademark	Serial No.	Application Date	Registration No.	Registration Date
RELIANTHEART & Design  RELIANTHEART	85952669	June 6, 2013	4832302	October 13, 2015