# CH \$90.00 87

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM411784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Cardiac Therapeutics, Inc.		10/11/2016	Corporation:

#### **RECEIVING PARTY DATA**

Name:	Abbott Laboratories	
Street Address:	100 Abbott Park Road	
City:	Abbott Park	
State/Country:	ILLINOIS	
Postal Code:	60064	
Entity Type:	Corporation: ILLINOIS	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Serial Number:	87036983	DIAMONDTEMP	
Serial Number:	87036987	DIAMOND	
Serial Number:	86351812	ACT ADVANCED CARDIAC THERAPEUTICS	

## **CORRESPONDENCE DATA**

**Fax Number:** 2026261700

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:** 2028795467

Email: kmhutchison@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 51 Louisiana Avenue, NW Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	080024-675008
NAME OF SUBMITTER:	Vishal V. Khatri
SIGNATURE:	/Vishal V Khatri/
DATE SIGNED:	01/10/2017

**Total Attachments: 8** 

source=AbbottAssignment#page1.tif source=AbbottAssignment#page2.tif



### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of October 11, 2016 (this "Agreement"), is made by Advanced Cardiac Therapeutics, Inc., a Delaware corporation (the "Grantor"), in favor of Abbott Laboratories (the "Secured Party" and, together with the Grantor, the "Parties" and each, a "Party").

The Grantor is party to the Security Agreement dated as of October 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor in favor of the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in certain of its assets.

The Grantor is executing and delivering this Agreement for recording with national, federal and state governmental authorities, including the United States Patent and Trademark Office and the United States Copyright Office.

In consideration of the foregoing and the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

- 1. <u>Confirmation of Security Interest</u>. The Grantor confirms that, pursuant to the Security Agreement, it granted to the Secured Party a security interest in all of its right, title and interest in, to and under all of the property described therein, whether now existing or hereafter from time to time acquired and wherever located, including the items listed on <u>Schedule 1</u>, <u>Schedule 2</u> and <u>Schedule 3</u>.
- 2. <u>Acknowledgement</u>. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests in the property described in <u>Section 1</u> are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement control. The Security Agreement (and all rights and remedies of the Secured Party thereunder) remains in full force and effect in accordance with its terms.
- 3. <u>Recordation</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office and the United States Copyright Office. The Grantor authorizes any government officials to record and register this Agreement upon request by the Secured Party.
- 4. <u>Authorization to Supplement</u>. The Grantor authorizes the Secured Party to modify this Agreement by amending <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> to include any registrations of and applications for registration or issuance for the Grantor's patents, trademarks or copyrights not previously set forth on such schedules and that are otherwise subject to the Security Agreement. Notwithstanding the foregoing, no failure to modify this Agreement or amend <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u> in any way affects, invalidates or detracts from the Secured Party's continuing security interest in any property subject to the Security Agreement, whether or not listed on <u>Schedule 1</u>, <u>Schedule 2</u> or <u>Schedule 3</u>.
- 5. <u>Successors and Assigns</u>. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this

Agreement, expressed or implied, may be construed to confer upon any person or entity (other than the parties hereto, their respective successors and permitted assigns) any legal or equitable right, remedy or claim under or by reason of this Agreement.

6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which constitutes an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission is as effective as delivery of a manually executed counterpart of this Agreement.

(Signature page(s) follow)

NAI-1502167760v1 2

ADVANCED CARDIAC THERAPEUTICS, INC.

By:

Name: Doug Koo

Title: Chief Financial Officer

ABBOTT LABORATORIES

By:\_\_\_ Name: Title:

The Parties have executed and delivered this Agreement as of the date first above written.

The Parties have executed and delivered this Agreement as of the date first above written.

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

# Patent Registrations/Applications

Country	Status	Application No. Filing Date	Patent No. Issue Date
PCT	Pending	PCT/US15/61419 11/18/15	
US	Pending	15/179,855 06/10/16	
US	Pending	15/179,655 06/10/16	
US	Pending	15/214,358 07/19/16	
US	Pending	15/214,376 07/19/16	
US	Pending	62/243,289 10/19/15	
PCT	Pending	PCT/US15/61311 11/18/15	
US	Pending	15/179,689 06/10/16	
PCT	Pending	PCT/US15/61353 11/18/15	
US	Pending	15/179,891 06/10/16	
PCT	Pending	PCT/US15/61360 11/18/15	
US	Pending	15/179,861 06/10/16	
US	Pending	62/308,461 03/15/16	
US	Pending	62/315,661 03/30/16	
US	Pending	62/323,502 04/15/16	
US	lssued	12/483,407 06/12/09	8,206,380 06/26/12
US	Pending	13/142,865 371(c) Date 09/16/11	
PCT	Pending	PCT/US15/61347 11/18/15	

NAI-1502167760v1

## Co-Owned:

Country	Status	Application No. Filing Date	Patent No. Issue Date
manamananananananananananananananananan	Issued	13/368,112	8,926,605
US		02/07/12	01/06/15
US	Issued	14/274,407	8,932,284
U3	155000	05/09/14	01/13/15
US	Issued	13/418,136	9,226,791
U.S	155000	03/12/12	01/05/16
US	Issued	14/274,431	8,961,506
U.S	133000	05/09/14	02/24/15
US	Pending	14/987,614	***************************************
US	1 CHOILE	01/04/16	
US	lssued	14/285,337	9,277,961
03		05/22/14	03/08/16
US	Pending	15/063,380	
03		03/07/16	
US	Issued	13/486,889	8,954,161
US		06/01/12	02/10/15
US	Issued	14/274,438	9,014,814
US		05/09/14	04/21/15
US	Pending	14/689,373	
US		04/17/15	
I : C	Pending	15/074,935	
US		03/18/16	M
DOT	Pending	PCT/US15/61340	
PCT [		11/18/15	

NAI-1502167760v1

## SCHEDULE 2

# Trademark Registrations/Applications

Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
DIAMONDTEMP	US	87/036983 05/13/16	
DIAMOND	US	87/036987 05/13/16	
(ACT ADVANCED CARDIAC THERAPEUTICS & Design)	US	86/351812 07/29/14	

NAI-1502167760v1

## SCHEDULE 3

# Copyright Registrations/Applications

None.

NAI-1502167760v2

**RECORDED: 01/10/2017**