

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTERG, INC.		05/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86013907	ALTER G BIONIC LEG	
Serial Number:	85502021	TIBION BIONIC LEG	
Serial Number:	77632458	TIBION	
Serial Number:	77577070	DEFY GRAVITY	
Serial Number:	77293961	ALTER G	
Serial Number:	77277492	ANTI-GRAVITY TREADMILL	
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		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	05/11/2017		
Total Attachments: 7			

CH \$165.00 86013907

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2017 by and between SILICON VALLEY BANK, a California corporation, as collateral agent for the Lenders (the “**Lenders**”) described in the Loan Agreement (as defined below) (in such capacity, the “**Collateral Agent**”) and ALTERG, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Lenders agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Collateral Agent, the Lenders and Grantor dated as of July 16, 2015, as amended by that certain First Amendment to Loan and Security Agreement dated as of June 9, 2016, as amended by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (the “**Second Amendment**”) (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). In connection with the Second Amendment, Grantor has agreed to grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, 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 Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 any Lender, of any or all other rights, powers or remedies.

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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:

ALTERG, INC.

48438 Milmont Drive
Fremont, CA 94538
Attn: Chief Executive Officer

By: 
Title: CFO

COLLATERAL AGENT:

Address of Collateral Agent:

SILICON VALLEY BANK

3003 Tasman Drive, M/S HF272
Santa Clara, CA 95054
Attn: Bellet Eliasnia

By: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

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:

ALTERG, INC.

48438 Milmont Drive
Fremont, CA 94538
Attn: Chief Executive Officer

By: _____

Title: _____

COLLATERAL AGENT:

Address of Collateral Agent:

SILICON VALLEY BANK

3003 Tasman Drive, M/S HF272
Santa Clara, CA 95054
Attn: Bellet Eliasnia

By: Belle Eliasnia

Title: Director - Advisory Services

{Signature Page to Intellectual Property Security Agreement}

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System, method and apparatus for applying air pressure on a portion of the body of an individual	7591795	9/22/09
Differential air pressure systems	8464716	6/18/13
System, method and apparatus for applying air pressure on a portion of the body of an individual	8840572	9/23/14
System, method and apparatus for applying air pressure on a portion of the body of an individual	12236459	9/23/08
System, method and apparatus for applying air pressure on a portion of the body of an individual	12236468	9/23/08
Systems, methods and apparatus for calibrating differential air pressure devices	12761312	4/15/10
Systems, methods and apparatus for differential air pressure devices	12761316	4/15/10
Differential air pressure systems and methods of using and calibrating such systems for mobility impaired users	13423124	3/16/12
Active muscle assistance device and method	6966882	11/22/05
Electrostatic actuator with fault tolerant electrode structure	7239065	7/3/07
High-torque motor	7365463	4/29/08
Electrostatic actuator with fault tolerant electrode structure	7521836	4/21/09
Active muscle assistance and resistance device and method	7537573	5/26/09
Rotary actuator	7648436	1/19/10
Deflector assembly	7811189	10/12/10
Multi-fit orthotic and mobility assistance apparatus	8052629	11/8/11
Actuator system and method for extending a joint	8274244	9/25/12
Method and devices for moving a body joint	8353854	1/15/13
Foot pad device and method of obtaining weight data	8639455	1/28/14
Intention-based therapy device and method	8679040	3/25/14
Multi-fit orthotic and mobility assistance apparatus	8771210	7/8/14
Foot pad device and method of obtaining weight data	9131873	9/15/15
Method and devices for deep vein thrombosis prevention	9474673	10/25/16
Systems, methods and apparatus for calibrating differential air pressure devices	13543566	7/6/12
Actuator system with a motor assembly and latch for extending and flexing a joint	12593366	8/23/12
Orthotic device sensor	13709832	12/10/12
Differential air pressure systems	13898246	5/20/13
Therapy and mobility assistance system	13907490	5/31/13
Therapeutic method and device for rehabilitation	13912122	6/6/13
Intention-based therapy device and method	14225186	3/25/14
System, method and apparatus for applying air pressure on a portion of the body of an individual	14494270	9/23/14

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method of gait evaluation and training with differential pressure system	14769111	8/20/15
Systems and methods for management and scheduling of differential air pressure and other unweighted or assisted treatment systems	14769113	8/20/15
Support frame and related unweighting system	14769114	8/20/15
Monocolumn unweighting systems	14769115	8/20/15
Unweighting garments	14769116	4/28/16
Cantilevered unweighting systems	14769118	8/20/15
Orthotic device drive system and method	14769119	8/20/15
Unweighting garments for simultaneous use with unweighting and fall safety systems	14852401	9/11/15
Multi-mode active orthotic sensor	14932796	11/4/15
System, method and apparatus for applying air pressure on a portion of the body of an individual	15046358	2/17/16
System, method and apparatus for differential air pressure devices	15143351	4/29/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ALTER G BIONIC LEG	86013907	7/18/13
TIBION BIONIC LEG	85502021	12/22/11
TIBION	77632458	12/12/08
DEFY GRAVITY	77577070	9/23/08
ALTER G	77293961	10/2/07
ANTI-GRAVITY TREADMILL	77277492	9/12/07