

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBIEM, INC.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86050628	CIBIEM	
CORRESPONDENCE DATA			
Fax Number:	6178970910		
<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:	6173106210		
Email:	moodye@gtlaw.com		
Correspondent Name:	Erin Moody, Esq.		
Address Line 1:	One International Place, Suite 2000		
Address Line 2:	Greenberg Traurig, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02100		
NAME OF SUBMITTER:	Erin Moody		
SIGNATURE:	/Erin Moody/		
DATE SIGNED:	08/11/2017		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as August 10, 2017, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as such term is defined below, each a “**Lender**” and collectively, the “**Lenders**”), and CIBIEM, INC., a Delaware corporation with offices located at 5150 El Camino Real, Suite E30, Los Altos, CA 94022 (“**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 among Lenders and Grantor dated as of February 28, 2014 (as the same may be amended, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Grantor has already granted to Collateral Agent, for the ratable 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 (other than the Intellectual Property Collateral (as defined herein below)).

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, effective as of date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, excluding, for the avoidance of doubt, any “intent to use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, for which a “Statement of Use” has not been filed pursuant to Section 1(d) of the Lanham Act and accepted (but only until such statement is filed and accepted) (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B, the Trademarks set forth on Exhibit C and the Mask Works set forth on Exhibit D include, among others, all registered Copyrights, Patents and Trademarks of Grantor on the date hereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. 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 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 Collateral Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

5150 El Camino Real, Suite E30, Los Altos,
CA 94022

Attn:

CIBIEM, INC.

By: 

Title: PRESIDENT & CEO

Address of Lender:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

OXFORD FINANCE LLC, AS COLLATERAL
AGENT AND AS A LENDER

By: _____

Title: _____

TRADEMARK

REEL: 006128 FRAME: 0391

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:

5150 El Camino Real, Suite E30, Los Altos,
CA 94022

Attn:

CIBIEM, INC.

By: _____

Title: _____

Address of Lender:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

OXFORD FINANCE LLC, AS COLLATERAL
AGENT AND AS A LENDER

By:  _____

Title: Colette H. Featherly
Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See attached.

Invention Title	Territory	Application No.	Filing Date / regional phase entry date	Publication No.	Patent No.	Status
METHODS AND DEVICES FOR CRYOGENIC CAROTID BODY ABLATION	Europe	13796619.8 (PCT/US2013/043907)	29-Dec-14	EP 2854680	--	Abandoned National Application
Endovascular Catheters For Trans-Superficial Temporal Artery Transmural Carotid Body Modulation	PCT	PCT/US2014/018045	24-Feb-14	WO2014/130954	n/a	Abandoned PCT
Percutaneous Methods and Devices for Carotid Body Ablation	PCT	PCT/US2014/060817	16-Oct-14	WO2015057916A1	--	Abandoned PCT
Methods and Systems for Measuring Peripheral Chemosensitivity	US	61/521,873	10-Aug-11	unpublished	n/a	Abandoned Provisional
Method for Sympathetic Rebalancing of Patient	PCT	PCT/US2011/067568	28-Dec-11	WO2012/092364 A2	--	Converted PCT
CAROTID BODY MODULATION PLANNING AND ASSESSMENT	PCT	PCT/US2013/034399	28-Mar-13	WO2013149034A2	n/a	Converted PCT
ENDOVASCULAR CATHETERS AND METHODS FOR CAROTID BODY ABLATION	PCT	PCT/US2013/038032	24-Apr-13	WO2013163322A1	n/a	Converted PCT
CAROTID BODY ABLATION VIA DIRECTED ENERGY	PCT	PCT/US2013/048981	1-Jul-13	WO/2014/005155	n/a	Converted PCT
CAROTID BODY ABLATION VIA DIRECTED ENERGY	PCT	PCT/US2014/050189	7-Aug-14	WO2015021304	n/a	Converted PCT
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	PCT	PCT/US2015/020278	12-Mar-15	WO2015138795	--	Converted PCT
Devices and Systems for Carotid Body Ablation	PCT	PCT/US2013/049479	5-Jul-13	WO2014008489A1	n/a	Converted PCT
METHODS, DEVICES AND SYSTEMS FOR CAROTID BODY ABLATION VIA A TRANSRADIAL OR TRANSBRACHIAL APPROACH	PCT	PCT/US2015/010156	5-Jan-15	WO 2015103539A1	--	Converted PCT
METHODS AND DEVICES FOR CRYOGENIC CAROTID BODY ABLATION	PCT	PCT/US2013/043907	3-Jun-13	WO2013181660A1	n/a	Converted PCT
Percutaneous Methods and Devices for Carotid Body Ablation	PCT	PCT/US2013/043944	3-Jun-13	WO2013181667A1	n/a	Converted PCT
Endovascular Catheters For Carotid Body Ablation Utilizing An Ionic Liquid Stream	PCT	PCT/US2014/024462	12-Mar-14	WO2014/150887	n/a	Converted PCT
System and Method for Ablation of Carotid Body	US	61/427,657	28-Dec-10	unpublished	n/a	Converted Provisional
Methods And Systems For Treating Cardiac, Metabolic And Pulmonary Disease With Carotid Body Ablation	US	61/502,377	25-Jun-11	unpublished	n/a	Converted Provisional
METHOD AND SYSTEM FOR SELECTING AND MONITORING A PATIENT FOR AND DURING SYMPATHETIC REBALANCING	US	61/616,897	28-Mar-12	unpublished	n/a	Converted Provisional

Invention Title	Territory	Application No.	Filing Date / regional phase entry date	Publication No.	Patent No.	Status
ENDOVASCULAR CATHETERS AND METHODS FOR INTERSTITIAL CAROTID BODY ABLATION	US	61/637,582	24-Apr-12	unpublished	n/a	Converted Provisional
ENDOVASCULAR CATHETERS AND METHODS FOR TRANSMURAL CAROTID BODY ABLATION	US	61/643,243	5-May-12	unpublished	n/a	Converted Provisional
ENDOVASCULAR CATHETERS AND METHODS FOR TRANSMURAL CAROTID BODY ABLATION	US	61/644,620	9-May-12	unpublished	n/a	Converted Provisional
DIRECTED ENERGY CAROTID BODY ABLATION	US	61/667,991	4-Jul-12	unpublished	n/a	Converted Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	61/863,392	7-Aug-13	unpublished	n/a	Converted Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	61/874,280	5-Sep-13	unpublished	n/a	Converted Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	61/910,765	2-Dec-13	unpublished	n/a	Converted Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	61/952,015	12-Mar-14	unpublished	n/a	Converted Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	62/017,148	25-Jun-14	unpublished	n/a	Converted Provisional
Carotid Body Ablation Via Directed Energy	US	62/049,980	12-Sep-14	n/a	--	Converted Provisional
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	US	62/132,459	12-Mar-15	n/a	n/a	Converted Provisional
Carotid Body Ablation with a Transvenous Ultrasound Imaging and Ablation Catheter	US	62/217,570	11-Sep-15	n/a	n/a	Converted Provisional
Carotid Body Ablation with a Transvenous Ultrasound Imaging and Ablation Catheter	US	62/219,595	16-Sep-15	n/a	n/a	Converted Provisional
METHODS AND DEVICES FOR TREATING SYMPATHETICALLY MEDIATED DISEASE VIA CAROTID BODY ABLATION	US	61/667,996	4-Jul-12	unpublished	n/a	Converted Provisional
ENDOVASCULAR CATHETERS HAVING CAROTID BIFURCATION COUPLING FOR TRANSMURAL CAROTID BODY ABLATION	US	61/667,998	4-Jul-12	unpublished	n/a	Converted Provisional
Devices and Systems for Carotid Body Ablation (transradial approach)	US	61/924,067	6-Jan-14	unpublished	n/a	Converted Provisional
METHODS AND SYSTEMS FOR MEASURING PERIPHERAL CHEMOSENSITIVITY	US	61/682,034	10-Aug-12	unpublished	n/a	Converted Provisional
Endovascular Catheters For Trans-Superficial Temporal Artery Transmural Carotid Body Modulation	US	61/768,101	22-Feb-13	unpublished	n/a	Converted Provisional
Endovascular Catheters Having Carotid Bifurcation Coupling for Transmural Carotid body modulation	US	61/791,769	15-Mar-13	unpublished	n/a	Converted Provisional
Methods Of Carotid Body Modulation	US	61/791,420	15-Mar-13	unpublished	n/a	Converted Provisional
Carotid Body Ablation Via Ultrasound	US	61/810,639	10-Apr-13	unpublished	n/a	Converted Provisional
Carotid Body Ablation Via Directed Energy	US	61/836,100	17-Jun-13	unpublished	n/a	Converted Provisional

Invention Title	Territory	Application No.	Filing Date / regional phase entry date	Publication No.	Patent No.	Status
METHODS AND DEVICES FOR CRYOGENIC CAROTID BODY ABLATION	US	61/854,221	1-Jun-12	unpublished	n/a	Converted Provisional
PERCUTANEOUS METHODS AND DEVICES FOR CAROTID BODY	US	61/866,384	29-Jun-12	unpublished	n/a	Converted Provisional
Percutaneous Methods and Devices for Carotid Body Ablation	US	61/891,864	16-Oct-13	unpublished	n/a	Converted Provisional
Percutaneous Methods and Devices for Carotid Body Ablation	US	61/894,772	23-Oct-13	unpublished	n/a	Converted Provisional
Percutaneous Methods and Devices for Carotid Body Ablation	US	61/910,914	2-Dec-13	unpublished	n/a	Converted Provisional
METHODS AND DEVICES FOR INTERSTITIAL CAROTID BODY ABLATION WITH A TRANS-VEINUS CATHETER	US	61/666,804	30-Jun-12	unpublished	n/a	Converted Provisional
Endovascular Catheters For Energy-Directed Ablation For Carotid Body Modulation	US	61/792,214	15-Mar-13	unpublished	n/a	Converted Provisional
Directed Energy Carotid Body Ablation	US	61/792,741	15-Mar-13	unpublished	n/a	Converted Provisional
Endovascular Catheters For Carotid Body Ablation Utilizing An Ionic Liquid Stream	US	61/793,267	15-Mar-13	unpublished	n/a	Converted Provisional
Endovascular Catheters And Methods For Transmural Carotid Body Ablation	US	61/794,667	15-Mar-13	unpublished	n/a	Converted Provisional
Methods And Devices For Cryogenic Carotid Body Ablation	US	61/798,847	15-Mar-13	unpublished	n/a	Converted Provisional
Method for Sympathetic Rebalancing of Patient	China	201180068675.4	28-Dec-11	CN103415319A	ZL201180068675.4	Issued National Patent
Method for Sympathetic Rebalancing of Patient	Europe	EP11811486.7	28-Dec-11	EP2658605	EP2658605	Issued National Patent
Method for Sympathetic Rebalancing of Patient	China	201610702534.8	28-Dec-11	--	--	Pending National Application
Method for Sympathetic Rebalancing of Patient	Germany	112011104637.5	28-Dec-11	DE112011104637T5	--	Pending National Application
Method for Sympathetic Rebalancing of Patient	Europe	EP16180525.4	28-Dec-11	EP3132827	--	Pending National Application
CAROTID BODY MODULATION PLANNING AND ASSESSMENT		11 2013 001 765.2	29-Sep-14	DE112013001765.2	--	Pending National Application
CAROTID BODY MODULATION PLANNING AND ASSESSMENT	Europe	13769994.8	27-Oct-14	EP 2830522	--	Pending National Application
ENDOVASCULAR CATHETERS AND METHODS FOR CAROTID BODY ABLATION	China	2013800335846	24-Dec-14	CN 104519817 A	--	Pending National Application

Invention Title	Territory	Application No.	Filing Date / regional phase entry date	Publication No.	Patent No.	Status
ENDOVASCULAR CATHETERS AND METHODS FOR CAROTID BODY ABLATION	Germany	PCT/US2013/038032	24-Oct-14	DE 112013002175 T5	--	Pending National Application
ENDOVASCULAR CATHETERS AND METHODS FOR CAROTID BODY ABLATION	Europe	13780815.0	21-Nov-14	EP 2840993	--	Pending National Application
CAROTID BODY ABLATION VIA DIRECTED ENERGY	Europe	13810371.8	30-Jan-15	EP 2866669	--	Pending National Application
CAROTID BODY ABLATION VIA DIRECTED ENERGY	Europe	14833876.7	7-Aug-14	EP 3030167	--	Pending National Application
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	Europe	15762161.6	7-Oct-16	EP3116408	--	Pending National Application
DEVICES AND SYSTEMS FOR CAROTID BODY ABLATION	China	201380045936.X	5-Jul-13	CN104755010A		Pending National Application
DEVICES AND SYSTEMS FOR CAROTID BODY ABLATION	Europe	13813407.7	5-Jul-13	EP 2869751	--	Pending National Application
PERCUTANEOUS METHODS AND DEVICES FOR CAROTID BODY ABLATION	Europe	13797853.2 (PCT/US2013/043944)	29-Dec-14	EP 2854681	--	Pending National Application
CAROTID SEPTUM ABLATION WITH ULTRASOUND IMAGING AND ABLATION CATHETERS	PCT	PCT/US2016/022320	11-Mar-16	WO2016145439	--	Pending PCT
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	PCT	PCT/US2016/051346	12-Sep-16	--	--	Pending PCT
CIBIEM Trademark	Internat.	86-050,628	28-Aug-13	CIBIEM TM	n/a	Trademark
Endovascular Catheters and Methods for Carotid Body Ablation	US	15/214,222	19-Jul-16	US20160324563A1	--	US PENDING
ENDOVASCULAR CATHETERS AND METHODS FOR CAROTID BODY ABLATION	US	13/869,765	24-Apr-13	US20130310823A1	9,393,070	US issued Patent
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	13/933,023	1-Jul-13	US20140005706A1	9,283,033	US issued Patent
METHODS AND DEVICES FOR CRYOGENIC CAROTID BODY ABLATION	US	13/908,853	3-Jun-13	US20130324987A1	9,402,677	US issued Patent
Percutaneous Methods and Devices for Carotid Body Ablation	US	13/908,995	3-Jun-13	US20130324989A1	9,398,930	US issued Patent
Systems and Methods for Treating Dyspnea Including Via Electrical Afferent Signal Blocking	US	12/537,984	7-Aug-09	US2010/0070004	9,089,700	US issued Patent
Systems and Methods for Treating Dyspnea Including Via Electrical Afferent Signal Blocking	US	14/811,581	28-Aug-15	US2015/0328452	9,433,784	US issued Patent
Method for Sympathetic Rebalancing of Patient	US	13/338,876	28-Dec-11	US20120172680A1	--	US Pending Non-Provisional
METHOD AND SYSTEM FOR SELECTING AND MONITORING A PATIENT FOR AND DURING SYMPATHETIC REBALANCING	US	13/852,895	28-Mar-13	US20130303876A1	--	US Pending Non-Provisional
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	US	14/656,635	12-Mar-15	US20150257779	--	US Pending Non-Provisional
CAROTID BODY ABLATION VIA DIRECTED ENERGY	US	14/454,406	7-Aug-14	US20140350401A1	--	US Pending Non-Provisional
CAROTID SEPTUM ABLATION WITH ULTRASOUND IMAGING AND ABLATION CATHETERS	US	15/069,531	14-Mar-16	US20160338724A1	--	US Pending Non-Provisional
CAROTID BODY ABLATION WITH A TRANSVENOUS ULTRASOUND IMAGING AND ABLATION CATHETER	US	15/263,174	12-Sep-16	unpublished	--	US Pending Non-Provisional
Devices and Systems for Carotid Body Ablation	US	13/936,121	5-Jul-13	US2014/0018788A1	--	US Pending Non-Provisional
Endovascular Catheters For Trans-Superficial Temporal Artery Transmural Carotid Body Modulation	US	14/188,452	24-Feb-14	US2014/0243809A1	--	US Pending Non-Provisional
METHODS AND DEVICES FOR CRYOGENIC CAROTID BODY ABLATION	US	15/266,601	2-Aug-16	US20160338753A1	--	US Pending Non-Provisional

Invention Title	Territory	Application No.	Filing Date / regional phase entry date	Publication No.	Patent No.	Status
Percutaneous Methods and Devices for Carotid Body Ablation	US	14/516,312	16-Oct-14	US20150045674A1	--	US Pending Non-Provisional
Systems and Methods for Treating Dyspnea Including Via Electrical Afferent Signal Blocking	US	15/257,421	6-Sep-16	unpublished	--	US Pending Non-Provisional
METHODS, DEVICES AND SYSTEMS FOR CAROTID BODY ABLATION VIA A TRANSRADIAL OR TRANSBRACHIAL APPROACH	US	15/105,599	5-Jan-15	US20160331446A1	--	US Pending Non-Provisional
Endovascular Catheters For Carotid Body Ablation Utilizing An Ionic Liquid Stream	US	14/769,515	21-Aug-15	US20160000499	--	US Pending Non-Provisional
Methods and Devices for Patient Selection for Carotid Body Modulation	US	62/474,513	21-Mar-17	n/a	n/a	US Provisional

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

CIBIEM

86/050,629

Aug. 28, 2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None