

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESPICARDIA, INC.		12/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZOLL MEDICAL CORPORATION		
Street Address:	269 Mill Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4092312	REMEDE	
Registration Number:	4092342	REMEDE	
Registration Number:	3887863	RESPICARDIA	
Registration Number:	3884345	RESPICARDIA	
Registration Number:	5142386	RESPICARDIA	
Registration Number:	4770585	IMPROVING HEART HEALTH	
Serial Number:	86165026	ONE BREATH AT A TIME	
Serial Number:	87074293	RESPIGUIDE	
Serial Number:	87074277	RESPISTIM	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Tracey D. Bennett		

OP \$240.00 4092312

SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	12/05/2017
Total Attachments: 10 source=Zoll __ IP Security Agreement (Senior Facility) (2)#page1.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page2.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page3.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page4.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page5.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page6.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page7.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page8.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page9.tif source=Zoll __ IP Security Agreement (Senior Facility) (2)#page10.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 4, 2017 by and between **ZOLL MEDICAL CORPORATION**, a Massachusetts corporation ("**Lender**") and **RESPICARDIA, INC.**, a Delaware corporation ("**Borrower**").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "**Loan**") in the amount and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the Obligations.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower'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 Borrower's obligations to Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Borrower grants and pledges to Lender a security interest in all of Borrower'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 of 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 Borrower 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 Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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;

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

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

(i) 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.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents; Defined Terms. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

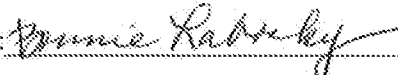
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[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.

BORROWER:

RESPICARDIA, INC.

By: 

Name: Bonnie Labosky

Title: Chief Executive Officer

LENDER:

ZOLL MEDICAL CORPORATION

By: 
Name: Jonathan A. Rennert
Title: Chief Executive Officer

[Signature Page to IP Security Agreement (Senior)]

TRADEMARK
REEL: 006220 FRAME: 0612

Exhibit A – Copyrights

None

Exhibit B - Patents

U.S. Issued Patents

Application Number	Filing Date	Title	Patent Number	Issue Date
12/557084	9/10/2009	RESPIRATORY RECTIFICATION	8233987	7/31/2012
11/601150	11/17/2006	SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	8244359	8/14/2012
12/367024	2/6/2009	MUSCLE AND NERVE STIMULATION	8433412	4/30/2013
12/009352	1/18/2008	DEVICE AND METHOD FOR THE TREATMENT OF BREATHING DISORDERS AND CARDIAC DISORDERS	8909341	12/9/2014
12/330095	12/8/2008	TRANSVASCULAR MEDICAL LEAD	9199075	12/1/2015
13/851243	3/27/2013	MUSCLE AND NERVE STIMULATION	9295846	3/29/2016
12/571103	9/30/2009	MEDICAL LEAD WITH PREFORMED BIAS	9468755	10/18/2016
13/049520	3/16/2011	MEDICAL LEAD AND IMPLANTATION	9744349	8/29/2017
14/521647	10/23/2014	DEVICE AND METHOD FOR THE TREATMENT OF BREATHING DISORDERS AND CARDIAC DISORDERS	9744351	08/29/2017

U.S. Patent Applications

Title	Application Number	Filing Date	Priority Applications
TRANSVENOUS PHRENIC NERVE STIMULATION SYSTEM	12/150,654	April 30, 2008	60/926,910
DETECTING AND TREATING DISORDERED BREATHING	12/163,500	June 27, 2008	60/937,426
TRANSVASCULAR STIMULATION	13/174,898	July 1, 2011	61/361,112
RESPIRATORY RECTIFICATION	13/529,770	June 21, 2012	12/557,084
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	13/538,713	June 29, 2012	11/601,150; 60/737,808; 60/743,062; 60/743,326
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA (Abandoned)	14/521,640	October 23, 2014	13/538,713; 11/601,150; 60/737,808; 60/743,062; 60/743,326
DETECTING AND TREATING DISORDERED BREATHING (Abandoned)	14/521,634	October 23, 2014	12/163,500; 60/937,426

DETECTING AND TREATING DISORDERED BREATHING	14/715,139	May 18, 2015	12/163,500; 60/937,426
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	14/715,128	May 18, 2015	13/538,713; 11/601,150; 60/737,808; 60/743,062; 60/743,326
TRANSVASCULAR MEDICAL LEAD	14/934,869	November 6, 2015	12/330,095; 61/063,960
MEDICAL LEAD WITH PREFORMED BIAS	15/283,919	October 3, 2016	12/571,103
MEDICAL LEAD AND IMPLANTATION	15/663,022	July 28, 2017	13/049,520 61/441,559
DEVICE AND METHOD FOR THE TREATMENT OF BREATHING DISORDERS AND CARDIAC DISORDERS	15/664,562	July 31, 2017	14/521,647 12/009,352 60/881,695

Foreign Patents




Title	Country/Region	Filing Date	Patent Number	Issue Date	Validated Countries
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	Canada	5/16/2008	2630211	11/1/2016	
RESPIRATORY RECTIFICATION	European Patent Convention	PCT Priority 8/19/2010 National Stage 4/4/2012	2475422	11/4/2015	Austria; Switzerland; Germany; Spain; France; United Kingdom; Ireland; Italy; Netherlands; Norway
RESPIRATORY RECTIFICATION	Canada	3/7/2012	2773534	9/8/2015	
RESPIRATORY RECTIFICATION	Japan	3/8/2012	5997048	9/2/2016	
MEDICAL LEAD WITH PREFORMED BIAS	European Patent Convention	4/5/2012	2482920	7/20/2016	Austria; Switzerland; Germany; Spain; France; United Kingdom; Ireland; Italy; Netherlands; Norway
MEDICAL LEAD WITH PREFORMED BIAS	Japan	3/27/2012	5777628	7/17/2015	
RESPIRATORY RECTIFICATION	Japan	7/18/2014	5972318	7/22/2016	
RESPIRATORY RECTIFICATION	China	8/19/2010	102548610	6/9/2017	

Foreign Patent Applications


Title	Country/Region	Serial Number	Filing Date
RESPIRATORY RECTIFICATION	European Patent Convention	15192744.9	11/3/2015
RESPIRATORY RECTIFICATION	China (People's Republic)	201610245292.4	4/19/2016
MEDICAL LEAD WITH PREFORMED BIAS	China (People's Republic)	201610182475.6	3/28/2016
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	Canada	2865410	9/26/2014
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	European Patent Convention	6837985.8	6/18/2008
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	European Patent Convention	11170415.1	6/17/2011
SYSTEM AND METHOD TO MODULATE PHRENIC NERVE TO PREVENT SLEEP APNEA	Japan	2008-541382	5/16/2008
MEDICAL LEAD WITH PREFORMED BIAS	Canada	2775677	3/27/2012
MEDICAL LEAD WITH PREFORMED BIAS	China (People's Republic)	201080043585.5	3/29/2012

Exhibit C – Trademarks



U.S. FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS:

MARK	STATUS	APP/REG NO.	FILING/REG DATE
REMEDE	Registered	4,092,312	01-24-2012
	Registered	4,092,342	01-24-2012
RESPICARDIA	Registered	3,887,863	12-07-2010
RESPICARDIA & Design (2) 	Registered	3,884,345	11-30-2010
RESPICARDIA & Design (3) 	Registered	5,142,386	02-14-2017
IMPROVING HEART HEALTH	Registered	4,770,585	07-07-2015
ONE BREATH AT A TIME	Allowed	86/165,026	01-14-2014
RESPIGUIDE	Pending	87/074293	06-16-2016
RESPISTIM	Pending	87/074277	06-16-2016


CANADIAN TRADEMARK/SERVICE MARK APPLICATIONS:

MARK	STATUS	APP/REG NO.	FILING/REG DATE
REMEDE	Registered	TMA867390	12-16-2013
RESPICARDIA	Registered	TMA812830	11-28-2011
RESPICARDIA & Design (2) 	Registered	TMA850817	05-14-2013


EUROPEAN UNION TRADEMARK/SERVICE MARK APPLICATIONS:

MARK	STATUS	APP/REG NO.	FILING/REG DATE
REMEDE (Extension to International Registration)	REFUSED	1088756	06-30-2011
RESPICARDIA (Extension to International Registration)	Registered	1038937	04-08-2011
RESPICARDIA & Design (2)  (Extension to International Registration)	Registered	1038932	04-08-2011
ONE BREATH AT A TIME	Registered	13171211	01-06-2015
RESPICARDIA & Design (3) 	Registered	14057889	10-13-2015

JAPAN TRADEMARK/SERVICE MARK REGISTRATIONS:

MARK	STATUS	APP/REG NO.	FILING/REG DATE
REMEDE (Ext to International Registration)	Registered	1088756	03-12-2012
RESPICARDIA (Ext. to International Registration)	Registered	1038937	01-07-2011
RESPICARDIA & Design (2)  (Extension to International Registration)	Registered	1038932	01-07-2011

(IR) INTERNATIONAL TRADEMARK/SERVICE MARK REGISTRATIONS:

MARK	STATUS	APP/REG NO.	FILING/REG DATE
REMEDE Designating: Germany, Japan, Spain, Switzerland	Registered	1088756	06-30-2011
RESPICARDIA Designating: CTM, Japan	Registered	1038937	05-06-2010
RESPICARDIA &  Design Designating: CTM, Japan	Registered	1038932	05-06-2010