

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM453229

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:	CANTOR FITZGERALD SECURITIES, AS AGENT		
Street Address:	110 E. 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	GENERAL PARTNERSHIP: NEW YORK		
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		
ATTORNEY DOCKET NUMBER:	07740.264790		

OP \$240.00 4092312

NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	12/05/2017
Total Attachments: 11 source=Zoll IP Security Agreement (Convertible Notes) (2)#page1.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page2.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page3.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page4.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page5.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page6.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page7.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page8.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page9.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page10.tif source=Zoll IP Security Agreement (Convertible Notes) (2)#page11.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 **CANTOR FITZGERALD SECURITIES**, as agent for the Secured Parties (in such capacity, “**Agent**”), and **RESPICARDIA, INC.**, a Delaware corporation (“**Company**”).

RECITALS

A. Reference is made to (x) that certain Amended and Restated Note Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), between Company and the “Purchasers” party thereto from time to time and the Notes issued by Company thereunder, and (y) that certain Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Company, Purchasers and Agent.

B. To induce Purchasers to extend credit under the Convertible Note Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company has agreed to grant a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the Secured Obligations.

C. Pursuant to the terms of the Security Agreement, Borrower has granted to Agent, for the benefit of the Secured Parties, 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 the Secured Obligations, Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Secured Obligations, Company grants and pledges to Agent, for the benefit of the Secured Parties, a security interest in all of Company’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 Company 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. Company 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 the Required Holders.

3. Convertible Notes Documents; Defined Terms. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement and the Security Agreement, each of which is hereby incorporated by reference. The provisions of the Note Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and the Secured Parties with respect to the Intellectual Property Collateral are as provided by the Security 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 Security 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).

7. Approvals. Unless approval of each Purchaser is otherwise required in this Agreement, all consents, approvals and other actions to be given or taken by Purchasers pursuant to or required under

this Agreement shall be consented to, approved and done, and deemed consented to, approved and done, upon the written consent or approval of, and action taken by, the Majority Holders, which consent, approval or other action shall be binding on all Purchasers.

8. Subordination Agreement. Notwithstanding anything herein to the contrary, priority of the Liens granted to Agent in the Intellectual Property Collateral pursuant to the Convertible Note Documents and the exercise, after the occurrence and during the continuance of an Event of Default, of any right or remedy by Agent or any Purchaser with respect to certain of the Intellectual Property Collateral hereunder or under any other Convertible Note Document are subject to the provisions of the Subordination Agreement. In the event of any direct and irreconcilable conflict between the terms of the Subordination Agreement and this Agreement with respect to (a) the priority of Liens granted to Agent in the Intellectual Property Collateral pursuant to the Convertible Note Documents or (b) the rights of Agent or any Purchaser under this Agreement with respect to certain Intellectual Property Collateral after the occurrence and during the continuance of an Event of Default, the terms of the Subordination Agreement shall govern and control.

9. Concerning the Agent. Cantor Fitzgerald Securities is entering into this Agreement solely in its capacity as Agent and not in its individual or corporate capacity. In acting hereunder, Agent shall be entitled to all of the right, privileges and immunities set forth in the Note Documents, whether or not expressly set forth herein.

[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.

COMPANY:

RESPICARDIA, INC.

By: Bonnie Labadie

Title: CEO

AGENT:

CANTOR FITZGERALD SECURITIES, as Agent

By: _____

Title: _____

AGENT:

**CANTOR FITZGERALD SECURITIES,
as Agent**

By: 

Name: James Bond

Title: Chief Operating Officer

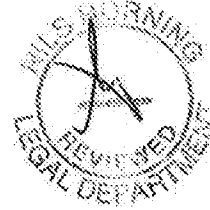


Exhibit A – Copyrights

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
TRANSVASVULAR 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
remedē	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