

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456117

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AEGEA Medical Inc.		12/27/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings, LP		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4798105	AEGEA MEDICAL	
<b>Registration Number:</b>	4798106	AEGEA	
<b>Registration Number:</b>	4798107		
<b>Serial Number:</b>	87524239	SMARTSEAL	
<b>Serial Number:</b>	87524244	INTEGRITYPRO	
<b>Serial Number:</b>	87524452	AEGEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-655-3372		
<b>Email:</b>	dmangan@chapman.com		
<b>Correspondent Name:</b>	Chapman and Cutler LLP		
<b>Address Line 1:</b>	1270 Avenue of the Americas, 30th Floor		
<b>Address Line 2:</b>	Deirdre Mangan		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>NAME OF SUBMITTER:</b>	Deirdre Mangan		
<b>SIGNATURE:</b>	/Deirdre Mangan/		
<b>DATE SIGNED:</b>	12/28/2017		

OP \$165.00 4798105

**Total Attachments: 7**

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

source=Trademark Security Agreement#page7.tif

source=Trademark Security Agreement#page8.tif

source=Trademark Security Agreement#page9.tif

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b> AEGEA Medical Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Partnership                      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?   <input checked="" type="checkbox"/> No</p> <p>Name: <u>Perceptive Credit Holdings, LP</u></p> <p>Street Address: <u>51 Astor Place, 10th Floor</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u></p> <p>Country: <u>USA</u>    Zip: <u>10003</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association Citizenship _____  <input type="checkbox"/> Partnership Citizenship _____  <input checked="" type="checkbox"/> Limited Partnership Citizenship <u>Delaware</u>  <input type="checkbox"/> Corporation Citizenship _____  <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:   <input type="checkbox"/> Yes   <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance/Execution Date(s) :</b>  Execution Date(s) <u>December 27, 2017</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)                      Text  See Schedule B</p>	<p>B. Trademark Registration No.(s)  See Schedule B</p> <p style="text-align: right;">Additional sheet(s) attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
---	---

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
See Schedule B

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Deirdre Mangan</u></p> <p>Internal Address: <u>Chapman and Cutler LLP</u></p> <p>Street Address: <u>1270 Avenue of the Americas, 30th Floor</u></p> <p>City: <u>New York</u></p> <p>State: <u>New York</u>    Zip: <u>10020</u></p> <p>Phone Number: <u>212.655.3372</u></p> <p>Docket Number: _____</p> <p>Email Address: <u>dmangan@chapman.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">6</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
---	---

**9. Signature:** \_\_\_\_\_    \_\_\_\_\_  
Signature    Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

**PATENT AND TRADEMARK SECURITY AGREEMENT**

December 27, 2017

WHEREAS, AEGEA MEDICAL INC., a Delaware corporation (“*Borrower*”) and each entity that becomes a “Grantor” under the Security Agreement (together with Borrower, the “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time, PERCEPTIVE CREDIT HOLDINGS, L.P., a Delaware limited partnership (“*Perceptive*”), as a lender (together with each of its successors and assigns party thereto, the “*Lenders*” and each a “*Lender*”) and Perceptive, as control agent for the Secured Parties (in such capacity, the “*Control Agent*” and, together with the Lenders, the “*Secured Parties*” and each, a “*Secured Party*”), pursuant to which Grantors have granted in favor of Secured Parties a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).


Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantors have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AEGEA MEDICAL INC.,  
as Grantor

By:   
Name: DON GURSKIES  
Title: PRESIDENT & CEO

**Schedule A  
to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

OWNED BY AEGEA MEDICAL INC.

<b>COUNTRY</b>	<b>TITLE</b>	<b>STATUS</b>	<b>APPL. NO.</b>	<b>DATE FILED</b>	<b>PUBL. NO.</b>	<b>PATENT NO.</b>	<b>GRANT DATE</b>
United States of America	UTERINE THERAPY DEVICE AND METHOD	Issued	12/197,084	08/22/2008	US-2009-0054868-A1	8,221,401	07/17/2012
United States of America	UTERINE THERAPY DEVICE AND METHOD	Issued	12/197,096	08/22/2008	US-2009-0054869-A1	8,216,217	07/10/2012
United States of America	UTERINE THERAPY DEVICE AND METHOD	Issued	12/197,104	08/22/2008	US-2009-0054870-A1	8,197,470	06/12/2012
United States of America	UTERINE THERAPY DEVICE AND METHOD	Issued	12/197,111	08/22/2008	US-2009-0054871-A1	8,221,403	07/17/2012
United States of America	UTERINE THERAPY DEVICE AND METHOD	Published	13/550,392	07/16/2012	US-2012-0283717-A1		
United States of America	POSITIONING METHOD AND APPARATUS FOR DELIVERING VAPOR TO THE UTERUS	Issued	13/292,889	11/09/2011	US-2012-0184949-A1	9,743,974	08/29/2017
United States of America	POSITIONING METHOD AND APPARATUS FOR DELIVERING VAPOR TO THE UTERUS	Published	15/689,951	08/29/2017	US-2017-0354452-A1		

United States of America	INTEGRITY TESTING METHOD AND APPARATUS FOR DELIVERING VAPOR TO THE UTERUS	Issued	13/648,132	10/09/2012	US-2013-0090572-A1	9,662,060	05/30/2017
United States of America	INTEGRITY TESTING METHOD AND APPARATUS FOR DELIVERING VAPOR TO THE UTERUS	Published	15/608,743	05/30/2017	US-2017-0258511-A1		
United States of America	INTEGRITY TESTING METHOD AND APPARATUS FOR DELIVERING VAPOR TO THE UTERUS	Published	14/719,037	05/21/2015	US-2015-0335373-A1		
United States of America	SYSTEMS AND METHODS FOR PERFORMING ENDOMETRIAL ABLATION	Published	14/719,048	05/21/2015	US-2015-0335380-A1		
United States of America	INDUCTION COIL ASSEMBLY FOR UTERINE ABLATION AND METHOD	Pending	62/522091	06/20/2017			
United States of America	INDUCTION COIL ASSEMBLY FOR UTERINE ABLATION AND METHOD	Pending	62/524,041	06/23/2017			



**Schedule B  
to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Matter No	Country	Mark	Appl No	Appl Date	Reg No	Reg Date	Status
10546-600.200	United States	AEGEA MEDICAL	86/338,178	7/15/2014	4,798,105	8/25/2015	Registered
10546-601.200	United States	AEGEA	86/338,189	7/15/2014	4,798,106	8/25/2015	Registered
10546-602.200	United States	DESIGN MARK (LOGO)	86/338,194	7/15/2014	4,798,107	8/25/2015	Registered
AGMDTZ00200	United States	SmartSeal	87524239	7/11/2017	pending	pending	pending
AGMDTZ00300	United States	IntegrityPro	87524244	7/11/2017	pending	pending	pending
AGMDTZ00400	United States	Aegea	87524452	7/12/2017	pending	pending	pending