

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXSTIM OYJ		03/29/2018	Company: FINLAND
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (UK) LIMITED		
Street Address:	25 OLD BURLINGTON STREET		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	W1S 3AN		
Entity Type:	Limited Corporation: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4147193	NEXSTIM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	650-237-7235		
Email:	lblakely@gcalaw.com		
Correspondent Name:	GCA LAW PARTNERS LLP/LAURA BLAKELY		
Address Line 1:	2570 W. EL CAMINO REAL, SUITE 400		
Address Line 4:	MOUNTAIN VIEW, CALIFORNIA 94040		
NAME OF SUBMITTER:	Laura Blakely		
SIGNATURE:	/Laura Blakely/		
DATE SIGNED:	04/16/2018		
Total Attachments: 7			
source=Intellectual Property Security Agreement - Signed Version#page1.tif			
source=Intellectual Property Security Agreement - Signed Version#page2.tif			
source=Intellectual Property Security Agreement - Signed Version#page3.tif			
source=Intellectual Property Security Agreement - Signed Version#page4.tif			
source=Intellectual Property Security Agreement - Signed Version#page5.tif			
source=Intellectual Property Security Agreement - Signed Version#page6.tif			

OP \$40.00 4147193

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2018 by and between Kreos Capital V (UK) Limited ("Lender") and Nexstim OYJ ("Grantor").

RECITALS

A. Lender has agreed to extend certain financial accommodation to Grantor (the "Accommodations") in the manner set forth in that certain Agreement for the Provision of a Loan Facility dated 10 December 2017 (the "Loan Agreement") and that certain Pledge Agreement Finnish Law by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Master Security Agreement"; capitalized terms used herein but not otherwise defined are used as defined in the Master Security Agreement).

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Patents listed in Appendix A and Trademarks listed in Appendix B to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Master Security Agreement, Grantor has granted to Lender 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 Intellectual Property 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 and the Master Security Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all present and/or future obligations and liabilities (whether actual or contingent) of the Grantor from time to time to the Lender under the Loan Agreement, the Master Security Agreement and the other Security Documents (as such term is defined in the Loan Agreement), in each case together with all costs, charges and expenses whatsoever (for the avoidance of doubt including but not limited to external legal fees) incurred by the Lender in connection with the protection, amendment, waiver, preservation, safe-keeping or enforcement of its rights under the Loan Agreement, the Master Security Agreement and other Security Documents (as such term is defined in the Loan Agreement), Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property listed in Exhibits A and B, 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Master Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Master Security Agreement and the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or the Master Security Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or the Master Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits C and D attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Elimäenkatu 9B, 00510,
Helsinki, Finland

Nexstim OYJ

By: _____

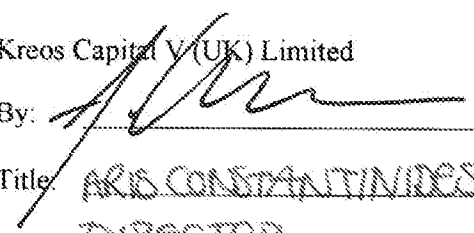
Title: _____

LENDER:

Address of Lender:

25 Old Burlington Street,
London W1S 3AN, England

Kreos Capital V (UK) Limited

By:  _____

Title: ARIS CONSTANTINIDES,

DIRECTOR

This security interest is granted in conjunction with the security interest granted to Lender under the Master Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Master Security Agreement and the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or the Master Security Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or the Master Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits C and D attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Elimäenkatu 9B, 00510,
Helsinki, Finland

Nexstim OYJ

By: 

Title: _____

Marjo Järvelin, CEO

LENDER:

Address of Lender:

25 Old Burlington Street,
London W1S 3AN, England

Kreos Capital V (UK) Limited

By: _____

Title: _____

Exhibit A

PATENTS – INTELLECTUAL PROPERTY COLLATERAL

Nexstim US patents and applications:

NEX10US	<NEX10US> Magnetic simulation device and method	USA	9375585	28/06/2016
NEX15US*	<NEX15US> Method and system for displaying the electric field	United States	9,101,751	11/08/2015

Exhibit B

TRADEMARKS - INTELLECTUAL PROPERTY COLLATERAL

Nexstim Trademarks:

Matter ID	Catchword/Title	Country	Reg. No.	Reg. Date
NEXT2US	<NEXT2US>"NEXSTIM"	United States	4,147,193	22/05/2022
NEXT3MUS	<NEXT3MUS> NEXSPEECH	International Registration, United States	1108570	18/08/2011
NEXT5MUS	<NEXT5MUS> NBT	International Registration, United States	1162585	18/03/2013

Exhibit C

ALL PATENTS

Nexstim US patents and applications:

SEPPO LAINE OY

7.12.2017

<u>Type</u>	<u>Matter Id</u>	<u>Country</u>	<u>Appl. Date</u>	<u>Appl. N</u>
Pat	NEX25USCON1	United States	2.6.2017	15/611866
Pat	NEX24US	United States	7.9.2012	13/824419
Pat	ILM6US	United States	15.10.2002	10/272,35
Pat	NEX23US	United States	4.6.2012	13/823736
Pat	NEX19US	United States	15.10.2012	13/823111
Pat	NEX31US	United States	3.6.2014	14/264573
Pat	NEX30US	United States	23.3.2015	14/774704
Pat	NEX17US	United States	5.3.2012	13/824406
Pat	NEX14USD1	United States	30.8.2007	13/187582

Exhibit D

ALL TRADEMARKS

Matter ID	Catchword/Title	Country	Reg. No.	Reg. Date
NEXT2US	<NEXT2US>"NEXSTIM"	United States	4,147,193	22/05/2022
NEXT3MUS	<NEXT3MUS> NEXSPEECH	International Registration, United States	1108570	18/08/2011
NEXT5MUS	<NEXT5MUS> NBT	International Registration, United States	1162585	18/03/2013