

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TherOX, Inc.		05/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZOLL Medical Corporation		
Street Address:	17500 Cartwright Rd., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2285402	THEROX	
Registration Number:	3115050	DOWNSTREAM	
Registration Number:	3573289		
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	troywroot@yahoo.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	077440-270599		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	05/11/2018		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 2, 2018 by and between (i) **ZOLL Medical Corporation**, a Massachusetts corporation (“Secured Party”) and (ii) **TherOx, Inc.**, a Delaware corporation (“Grantor”).

RECITALS

A. Secured Party has agreed to purchase certain promissory notes and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Note Purchase Agreement by and between Secured Party and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Note Purchase Agreement”). Secured Party is willing to purchase promissory notes from the Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Secured Party.

B. Pursuant to the terms of the Note Purchase Agreement, the parties have entered into that certain Security Agreement by and between the Secured Party and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Security Agreement). Pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party 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 (including, without limitation, the Intellectual Property Collateral (as defined 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 Grantor's obligations to Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Secured Party'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 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 service mark 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 (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, Trademarks, or Mask Works 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.

Notwithstanding the foregoing in Section 1(e), no security interest is granted in any Intent-to-Use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use applications matures into an Actual Use application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use application shall immediately be included in the Trademarks, defined above, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use application.

2. Recordation. Grantor 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 Secured Party.

3. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement and the Security Agreement, which are 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 Secured Party with respect to the Intellectual Property Collateral are

as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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 all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any conflicts of law provision or rule that would require the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

7. Jurisdiction. Each of the parties hereby irrevocably and unconditionally consents to submit any dispute arising under or in connection with this Agreement, any agreement, document or instrument entered into pursuant to this Agreement, or the transactions contemplated hereby, with respect to any provision of this Agreement or any agreement entered into pursuant to this Agreement (a "Dispute") to the sole and exclusive jurisdiction of any state or federal courts sitting in the Commonwealth of Massachusetts; provided, however, that the parties agree to first seek to have the Dispute heard by the Business Litigation Session of the Massachusetts Superior Court (the "Chosen Courts"). Each party agrees not to commence any litigation relating to any Dispute except in the Chosen Courts, waives any objection to the laying of venue of any such litigation in the Chosen Courts, agrees not to plead or claim in any Chosen Court that such litigation brought therein has been brought in any inconvenient forum. Each of the parties hereto agrees that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt. Service made pursuant to the preceding sentence above shall have the same legal force and effect as if served upon such party personally within the Commonwealth of Massachusetts. Notwithstanding the dispute resolution procedures set forth in this Section 7, in the event of an actual or threatened breach of this Agreement, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any dispute resolution procedures hereunder. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8. Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EXCEPT AS LIMITED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE)

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[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:

THEROX, INC.

By: Kevin T. Larkin
Name: Kevin T. Larkin
Title: Chief Executive Officer and President

SECURED PARTY:

ZOLL MEDICAL CORPORATION

By: _____
Name:
Title:

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:

THEROX, INC.

By: _____
Name:
Title:

SECURED PARTY:

ZOLL MEDICAL CORPORATION

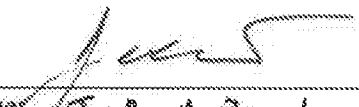
By: 
Name: Joseph A. Renard
Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<i>Title</i>	<i>Patent No.</i>	<i>Issued</i>	<i>Appl. No.</i>	<i>File Date</i>
Apparatus for High Pressure Fluid Filtration	6,346,192	02/12/2002	09/312,181	05/14/1999
Apparatus for Blood Oxygenation	6,576,191	06/10/2003	09/410,343	09/30/1999
Apparatus and Method for Blood Oxygenation	6,387,324	05/14/2002	09/409,952	09/30/1999
Apparatus and Method for Blood Oxygenation	6,759,008	07/06/2004	09/410,179	09/30/1999
Apparatus for Blood Oxygenation	6,899,847	05/31/2005	10/386,225	03/11/2003
Apparatus for Blood Oxygenation	6,890,482	05/10/2005	10/424,031	04/25/2003
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Evaluation or Calibration Thereof	EP1466637 B1	02/23/2011	04016467.5	03/19/2002
Bubble Detector and Method of Use Thereof	6,622,542	09/23/2003	09/813,072	03/20/2001
Coating Medical Device Surfaces Contacting Gas-Supersaturated Fluids	6,533,766	03/18/2003	09/466,626	12/17/1999
Method of Forming Gas-Enriched Fluid	6,555,059	04/29/2003	09/467,671	12/21/1999
Method of Blood Oxygenation	6,602,468	08/05/2003	09/469,261	12/21/1999
Method of Forming Gas-Enriched Fluid	6,849,235	02/01/2005	10/388,292	03/13/2003
Disposable Cartridge for Producing Gas-Enriched Fluids	EP1372757	10/11/2006	02 728 504.8	03/19/2002
Disposable Cartridge for Producing Gas-Enriched Fluids	EP1372757	10/11/2006	02 728 504.8	03/19/2002
Disposable Cartridge for Producing Gas-Enriched Fluids	EP1372757	10/11/2006	02 728 504.8	03/19/2002
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Disposable Cartridge for Producing Gas-Enriched Fluids	EP1372757	10/11/2006	02 728 504.8	03/19/2002
Disposable Cartridge for Producing Gas-Enriched Fluids	6,613,280	09/02/2003	09/813,062	03/20/2001
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759 or DE 602 14 352 T2	08/30/2006 or 08/16/2007	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	1 372 759	08/30/2006	02 719 289.7	03/19/2002
System for Enriching a Bodily Fluid with a Gas	6,582,387	06/24/2003	09/813,068	03/20/2001
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	EP 2 844 377 B1	12/14/2016	13 724 032.1	04/23/2013
System and Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	9,919,276	03/20/2018	13/986,361	04/23/2013
Cartridge for Generating Gas-Enriched Fluids	D497,989 S	11/02/2004	29/156499	03/01/2002

Apparatus for Blood Oxygenation	6,811,750	11/02/2004	10/071,702	02/08/2002
Method for Enriching a Bodily Fluid	6,974,435	12/13/2005	10/279,507	10/24/2002
Disposable Cartridge for Producing Gas-Enriched Fluids	7,820,102	10/26/2010	10/402,463	03/28/2003
Bubble Detector and Method of Evaluation or Calibration Thereof	6,843,099	01/18/2005	10/610,084	06/30/2003
System and Method of Evaluating or Calibrating a Bubble Detector	7,013,703	03/21/2006	10/750,428	12/31/2003
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	5,698,676	02/20/2015	2011-539591	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	2,370,123	05/29/2013	09 764 649.1	11/24/2009
System for Enriching a Bodily Fluid with a Gas having Automated Priming Capabilities	8,246,564	08/21/2012	12/328,635	12/04/2008
System for Enriching a Bodily Fluid with a Gas having a Dual-Function Power Switch Mechanism	8,192,384	06/05/2012	12/328,664	12/04/2008
System for Enriching a Bodily Fluid with a Gas having Removable Gas-Enrichment Device with an Information Recording Element	8,636,952	01/28/2014	12/328,680	12/04/2008
Method and Device for Combined Detection of Bubbles and Flow Rate in a System for Enriching a Bodily Fluid with a Gas	Pending	Pending	13/815,602	03/12/2013
Method for Bubble-Free Gas-Enrichment of a Flowing Liquid within a Conduit	Pending	Pending	15/732,975	01/22/2018

EXHIBIT C

Trademarks

<i>Mark</i>	<i>Goods/Services</i>	<i>Country/Designations</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Appl. No.</i>	<i>Filed</i>
THEROX	IC 010. US 026 039 044. G & S: Medical apparatus and instruments, namely, catheters, [guidewires,] pump systems, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues. FIRST USE: 19990414. FIRST USE IN COMMERCE: 19990414	US (United States)	2,285,402	10/12/99	75/556,097	09/21/98
THEROX	10 Medical apparatus and instruments, namely catheters, guidewires, pump systems, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues	AU (Australia)	788,644	03/18/99	788,644	03/18/99
THEROX	(1) Medical apparatus and instruments, namely, catheters, guidewires, pump systems, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	670,366	08/17/06	1,257,421	05/12/05
THEROX	10 Medical apparatus, instruments and articles.	EM (European Community)	415,950	01/27/99	415,950	11/12/96
DOWNSTREAM	IC 010. US 026 039 044. G & S: Medical apparatus and instruments, namely, catheters, pump systems, disposable components, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues. FIRST USE: 20040927. FIRST USE IN COMMERCE: 20040927	US (United States)	3,115,050	07/11/06	78/417,545	05/21/04

DOWNSTREAM	(1) Medical apparatus and instruments, namely, catheters, pump systems, disposable components, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	761,533	03/11/10	1,419,507	11/25/08
DOWNSTREAM	10 Medical apparatus and instruments, namely, catheters, pump systems, disposable components, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	Madrid Protocol: CH (Switzerland), CN (China), EM (European Community), JP (Japan) NO (Norway), SG (Singapore)	986,660	11/18/08	A0014494	11/18/08
Design (Semicircles and Inverted Drop)	IC 010. US 026 039 044. G & S: Medical apparatus and instruments, namely, catheters, pump systems and their disposable parts sold therewith, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues. FIRST USE: 20071022. FIRST USE IN COMMERCE: 20071022	US (United States)	3,573,289	02/10/09	77/177,038	05/09/07
Design (Semicircles and Inverted Drop)	(1) Medical apparatus and instruments, namely, catheters, pump systems and their disposable parts sold therewith, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	761,612	03/12/10	1,372,244	11/15/07
TherOx and Design (Semicircles and Inverted Drop)	(1) Medical apparatus and instruments, namely, catheters, pump systems and their disposable parts sold therewith, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	761,764	03/16/10	1,372,247	11/15/07
MI-CATH	10 Catheters.	Madrid Protocol: CH (Switzerland), EM (European Community), NO (Norway), SG (Singapore)	985,888	11/18/08	A0014492	11/18/08

SAVING HEARTS	(1) Medical apparatus and instruments, namely, catheters, pump systems and their disposable parts sold therewith, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	TMA761527	03/11/10	1,372,245	11/5/07
Graphical depiction of TherOx	(1) Medical apparatus and instruments, namely, catheters, guidewires, pump systems, and tubing for the preparation and delivery of physiologic solutions used to treat conditions such as tissue ischemia and post-ischemic tissues.	CA (Canada)	TMA679908	1/19/2007	1,008,287	03/11/99

TRADEMARK

REEL: 006379 FRAME: 0581

RECORDED: 05/11/2018