

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOMERICS FMI, LLC		05/30/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	ZB, N.A.		
Doing Business As:	Zions First National Bank		
Street Address:	ONE SOUTH MAIN STREET		
Internal Address:	SUITE 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3399392	FUTURE MATRIX INTERVENTIONAL	
Registration Number:	3815816	FUTURE MATRIX	
CORRESPONDENCE DATA			
Fax Number:	8015327543		
<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:	8015321500		
Email:	bowen@rqn.com		
Correspondent Name:	S. Brandon Owen		
Address Line 1:	36 South State Street		
Address Line 2:	Suite 1400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	S. Brandon Owen		
SIGNATURE:	/S. Brandon Owen/		
DATE SIGNED:	06/06/2018		
Total Attachments: 5			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2018, is made by BIOMERICS FMI, LLC, a Utah limited liability company ("**Grantor**" or "**Borrower**"), in favor of ZB, N.A., doing business as Zions First National Bank ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**") between Borrower and Lender, Lender, subject to the terms and conditions contained therein, has agreed to extend credit to Borrower;

WHEREAS, Grantor is a party to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

- (a) all of Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Grant of Security Interest in Patent Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Patent Collateral**"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

- (a) all of each Grantor's patents and application therefor, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such patent; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 4. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 6. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

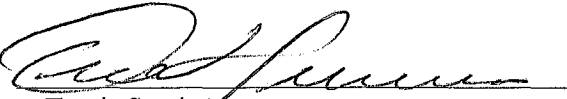
Section 7. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BIOMERICS FMI, LLC,
a Utah limited liability company

By: 

Name: Travis Sessions

Its: Manager

ACCEPTED AND AGREED:

ZB, N.A., doing business as Zions First National Bank

By: 

Name: Alan Peterson

Its: Senior Vice President

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SCHEDULE I

to

PATENT AND TRADEMARK SECURITY AGREEMENT

United States Patents and Patent Applications

U.S. Patent Application No./Issued Patent No.	Title	Filing Date/Issue Date (Assignee)
U.S. Patent Application Number 12/390,573 U.S. Issued Patent Number 8,814,899	Balloon catheter pressure relief valve	Feb. 23, 2009/August 26, 2014 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 14/616,328 U.S. Issued Patent Number 9,259,559	Balloon catheter pressure relief valve	Feb. 6, 2015/Feb. 16, 2016 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 13/365,069 U.S. Issued Patent Number 8,597,240	Coaxial catheter shaft having balloon attachment feature with axial fluid path	Feb. 2, 2012/Dec. 3, 2013 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 14/380,595	Medical balloon with enhanced refolding properties	Aug. 22, 2014 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 15/011,281	Ureteral Stent	Jan. 29, 2016 (FUTUREMATRIX INTERVENTIONAL)

U.S. Trademarks

Mark	U.S. Serial No. Filing Date	U.S. Reg. No. Reg. Date	Goods / Services (International Class No.)
FUTURE MATRIX INTERVENTIONAL	78/470,039 Aug. 19, 2004	3,399,392 Mar. 18, 2008	Surgical instruments and apparatus for use in cardiovascular surgery, interventional surgery and biopsies; medical devices, namely, vascular and cardiovascular catheters, balloons, balloon inflation apparatus and parts therefor; medical devices, namely, biopsy instruments (Int'l Class No. 10) (FUTUREMATRIX INTERVENTIONAL, INC.)
FUTURE MATRIX	Aug. 19, 2004 78/470,060	Jul. 6, 2010 3,815,816	Surgical instruments and apparatus for use in

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
			cardiovascular surgery, interventional surgery and biopsies sold only to medical device manufacturers and OEM customers; medical devices, namely, vascular and cardiovascular catheters, balloons, guide-wires, balloon inflation apparatus and parts therefor sold only to medical device manufacturers and OEM customers; medical devices, namely, biopsy instruments sold only to medical device manufacturers and OEM customers (Int'l Class No. 10) <i>(FUTUREMATRIX INTERVENTIONAL, INC.)</i>

Unregistered/Common Law Trademarks

Brookhaven Technologies

Domain Names

FMXI.NET