

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VALENTX, INC.		09/11/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3931219		
<b>Registration Number:</b>	3934661	VALENTX	
<b>Serial Number:</b>	86842920	EPASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	(919) 314-3114		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/		
<b>DATE SIGNED:</b>	09/12/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of September 11, 2018 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **VALENTX, INC.**, a Delaware corporation ("**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 14, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank 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 Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

**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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of

the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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

**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:**

Address of Grantor:

6901 East Fish Lake Road, Suite 118  
Maple Grove, MN 55369  
Attn: Chief Executive Officer

VALENTX, INC.

By: 

Name: JIM ST. GERMAIN

Title: CEO

**BANK:**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: 

Name: Lisa Fousianes

Title: SVP

*[Signature Page to Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>
None.		

**EXHIBIT B**  
**PATENTS**

**Issued US patents:**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Apparatus and methods for treatment of morbid obesity	7,037,344	2006-05-02
Gastrointestinal sleeve device and methods for treatment of morbid obesity	7,220,284	2007-05-22
Gastrointestinal sleeve device and methods for treatment of morbid obesity	7,794,447	2010-09-14
Devices and methods for endolumenal gastrointestinal bypass	7,837,669	2010-11-23
Cuff and sleeve system for gastrointestinal bypass	7,846,138	2010-12-07
Methods and devices for gastrointestinal stimulation	7,881,797	2011-02-01
Attachment system for transmural attachment at the gastroesophageal junction	7,892,214	2011-02-22
Attachment cuff for gastrointestinal implant	8,012,135	2011-09-06
Methods of transmural attachment in the gastrointestinal system	8,012,140	2011-09-06
Devices and methods for attaching an endolumenal gastrointestinal implant	8,070,743	2011-12-06
Toposcopic access and delivery devices	8,118,774	2012-02-21
Devices and methods for endolumenal gastrointestinal bypass	8,182,459	2012-05-22
Methods and devices for intragastric support of functional or prosthetic gastrointestinal devices	8,182,441	2012-05-22
Methods for toposcopic sleeve delivery	8,808,270	2014-08-19
Devices and methods for gastrointestinal bypass	8,956,318	2015-02-17
Methods of replacing a gastrointestinal bypass sleeve for therapy adjustment	8,968,270	2015-03-03
Devices and methods for gastrointestinal bypass	9,039,649	2015-05-26
Devices and methods for gastrointestinal bypass	9,050,168	2015-06-09
Apparatus and methods for treatment of morbid obesity	9,060,844	2015-06-23

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Devices and methods for gastrointestinal bypass	9,173,759	2015-11-03
Devices and methods for gastrointestinal bypass	9,451,960	2016-09-27
Apparatus and methods for treatment of morbid obesity	9,561,127	2017-02-07
Devices and methods for gastrointestinal bypass	9,566,181	2017-02-14
Devices and methods for gastrointestinal bypass	9,675,489	2017-06-13
Devices and methods for gastrointestinal bypass	9,681,975	2017-06-20
Devices and methods for gastrointestinal bypass	9,757,264	2017-09-12
Apparatus and methods for treatment of morbid obesity	9,839,546	2017-12-12

**Issued foreign patents:**

<b>Title</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Apparatus and methods for treatment of morbid obesity	Europe	EP 1555970	2014-09-24

**Pending US patent applications:**

<b>Title</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Devices and methods for endolumenal gastrointestinal bypass	13/476,884	2012-05-21
Devices and methods for delivering an anchored device	14/164,112	2014-01-24
Methods of replacing a gastrointestinal bypass sleeve for therapy adjustment	14/634,548	2015-02-27
Devices and methods for gastrointestinal bypass	14/930,652	2015-11-02
Devices and methods for gastrointestinal bypass	14/930,655	2015-11-02
Esophageal stents	14/930,656	2015-11-02
Methods for toposcopic sleeve delivery	15/470,789	2017-03-27
Devices and methods for gastrointestinal bypass	15/620,581	2017-06-12
Devices and methods for gastrointestinal bypass	15/983,082	2018-05-17


**Pending foreign patent applications:**

<b>Title</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Toposcopic access and delivery devices	Europe	EP 07843175	2009-03-25



<b>Title</b>	<b>Country</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Devices and methods for gastrointestinal bypass	Europe	EP 13796584.4	2013-05-31
Devices and methods for gastrointestinal bypass	PCT	PCT/US18/33287	2018-05-17

**EXHIBIT C**  
**TRADEMARKS**

<b>Mark</b>	<b>Serial Number</b>	<b>Filing date</b>	<b>Registration number</b>	<b>Registration date</b>
(Design) 	77008829	Sept. 27, 2006	3931219	Mar. 15, 2011
VALENTX	77008773	Sept. 27, 2006	3934661	Mar. 22, 2011
ePASS	86842920	Dec. 8, 2015		July 5, 2016