

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOWONIX MEDICAL INCORPORATED		09/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2971195	FLUENT	
Registration Number:	3247885	PROMETRA	
Registration Number:	3661678	IMPLANTING CONFIDENCE	
Registration Number:	4227126	FLOWONIX	
Registration Number:	4882959	FAV	
Registration Number:	5161637	PTC	
Serial Number:	87657359	TRUDOSE	
Serial Number:	87657325	ONTARGET	
Serial Number:	87703460	FLOWONIX MAESTRO	
Serial Number:	87657332	SUREFILL TECHNOLOGY	
Serial Number:	87657662	ZERO-RATE TECHNOLOGY	
Serial Number:	87947759	PROVIEW	
Serial Number:	87657343	JET-STREAM TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
TRADEMARK			

CH \$340.00 2971195

Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 305866-1041

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 09/21/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of September 21, 2018, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and FLOWONIX MEDICAL INCORPORATED, a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement. The terms of Sections 11.8, 11.9, 11.10 and 11.16 of the Loan Agreement are hereby incorporated herein, *mutatis mutandis*.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

500 International Drive
Suite 200
Mt. Olive, New Jersey 07828
Attention: Chief Executive Officer and Chief Financial
Officer

GRANTOR:
FLOWONIX MEDICAL INCORPORATED

By: 
Name: Larry Heaton
Title: President and CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

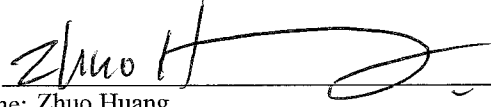
By: 
Name: Zhuo Huang
Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Two-Way Accumulator Programmable Valve Pump	8,273,058	9/25/2012
Two-Way Accumulator Programmable Valve Pump	8,696,627	4/15/2014
Implantable Pump Connector for Catheter Attachment	7,452,354	11/18/2008
Implantable Pump Connector for Catheter Attachment	7,927,325	4/19/2011
Methods and Systems for Providing Metered Doses of a Compound to an Individual	9,125,982	9/8/2015
Multiple Reservoir Implantable Drug Infusion Device and Method	8,551,044	9/18/2013
Multiple Reservoir Implantable Drug Infusion Device and Method	8,545,477	9/11/2013
MRI Compatible Programmable Valve Pump	7,828,792	11/9/2010
Implantable Refillable Infusion Device	6,764,472	7/20/2004
Implantable, Refillable Infusion Device and Septum Replacement Kit	7,108,686	9/19/2006
Implantable Drug Delivery System Having Periodic Drug Delivery Regimen to Avoid Granulomas	9,180,282	11/10/2015
Flow Actuated Valve for Implantable Drug Delivery Device	14/136,948	12/20/2013
Implantable Drug Delivery Device With Flow Measuring Capabilities	9,700,669	7/11/2017
Patient Programmer for Implantable Drug Delivery Device	10,010,670	7/3/2018
Patient Programmer for Implantable Drug Delivery Device	9,968,734	5/15/2018
Patient Programmer for Implantable Drug Delivery Device	16/000,997	6/6/2018
Implantable Drug Delivery Device with Flow Measurement Capabilities	15/098,663	4/14/2016
Implantable Drug Delivery Device with Flow Measurement Capabilities	16/039,964	7/19/2018
Two-Stage Locking Catheter Spice Assembly	15/934,232	3/23/2018

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Fluent	2971195	July 19, 2005
Prometra	3247885	May 29, 2007
Implanting Confidence	3661678	July 28, 2009
Flowonix	4227126	October 16, 2012
FAV	4882959	January 5, 2016
PTC	5161637	March 14, 2017
TruDose	87657359	October 24, 2017
OnTarget	87657325	October 24, 2017
FLOWONIX MAESTRO	87703460	November 30, 2017
SureFill Technology	87657332	October 24, 2017
Zero-Rate Technology	87657662	October 24, 2017
ProView	87947759	June 4, 2018
Jet-Stream Technology	87657343	October 24, 2017