

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500018

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BARONOVA, INC. | | 11/13/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC WESTERN BANK | | |
| Street Address: | 406 Blackwell Street | | |
| Internal Address: | Suite 240 | | |
| City: | Durham | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | STATE CHARTERED BANK: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3986445 | ENDOBSITY | |
| Registration Number: | 3986446 | TPS | |
| Registration Number: | 4029329 | TRANSPYLORIC SHUTTLE | |
| Registration Number: | 3986444 | BARONOVA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 919-314-3086 | | |
| Email: | diligencereview@square1bank.com | | |
| Correspondent Name: | PACIFIC WESTERN BANK | | |
| Address Line 1: | 406 BLACKWELL STREET | | |
| Address Line 2: | SUITE 240 | | |
| Address Line 4: | DURHAM, NORTH CAROLINA 27701 | | |
| NAME OF SUBMITTER: | Nicholas Nance | | |
| SIGNATURE: | /NicholasNance- TKF/ | | |
| DATE SIGNED: | 11/29/2018 | | |
| Total Attachments: 8 | | | |

CH \$115.00 3986445

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 13, 2018 by and between PACIFIC WESTERN BANK ("*Bank*") and BARONOVA, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 April 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not otherwise defined 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 any person, including 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:

BARONOVA, INC.

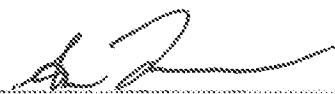
By 
Name DANIEL R. SACCANI
Title PRESIDENT

Address of Grantor:

1551 Industrial Road,
San Carlos, CA 94070

Bank:

PACIFIC WESTERN BANK

By 
Name SEAN NOONAN
Title VICE PRESIDENT

Address of Bank:

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

(Signature Page—Intellectual Property Security Agreement)

EXHIBIT A
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|------------------------------|
| None. | | |

TRADEMARK

REEL: 006491 FRAME: 0041

EXHIBIT B

PATENTS

| DESCRIPTION | PATENT OR APPLICATION NUMBER | APPLICATION OR FILING DATE |
|--|------------------------------|----------------------------|
| Locking gastric obstruction device and method of use | 10,070,981 | 09/11/18 |
| | 14/849,450 | 09/09/15 |
| Gastric retaining devices and methods | 9,931,122 | 04/03/18 |
| | 14/618,868 | 02/10/15 |
| Gastric retaining devices and methods | 9,924,948 | 03/27/18 |
| | 12/434,594 | 05/01/09 |
| Ingestible formulations for transient, noninvasive reduction of gastric volume | 9,782,348 | 10/10/17 |
| | 15/213,285 | 07/18/16 |
| Devices and methods for gastrointestinal stimulation | 9,700,450 | 07/11/17 |
| | 11/702,840 | 02/05/07 |
| Gastric retaining devices and methods | 9,687,243 | 06/27/17 |
| | 12/351,644 | 01/09/09 |
| Pyloric valve corking device | 9,642,735 | 05/09/17 |
| | 11/602,620 | 11/20/06 |
| Gastric retaining devices and methods | 9,510,834 | 12/06/16 |
| | 12/351,665 | 01/09/09 |
| Device for intermittently obstructing a gastric opening and method of use | 9,504,591 | 11/29/16 |
| | 14/495,371 | 09/24/14 |

| DESCRIPTION | PATENT OR APPLICATION NUMBER | APPLICATION OR FILING DATE |
|--|------------------------------|----------------------------|
| Devices and methods for pyloric anchoring | 9,498,366 | 11/22/16 |
| | 10/915,716 | 08/09/04 |
| Ingestible formulations for transient, noninvasive reduction of gastric volume | 9,421,246 | 08/23/16 |
| | 14/178,568 | 02/12/14 |
| Device for intermittently obstructing a gastric opening and method of use | 8,888,797 | 11/18/14 |
| | 12/205,403 | 09/05/08 |
| Device for intermittently obstructing a gastric opening and method of use | 8,821,584 | 09/02/14 |
| | 12/352,508 | 01/12/09 |
| Gastro-intestinal device and method for treating addiction | 8,821,521 | 09/02/14 |
| | 11/702,888 | 02/05/07 |
| Device for intermittently obstructing a gastric opening and method of use | 8,795,301 | 08/05/14 |
| | 12/352,497 | 01/12/09 |
| Ingestible formulations for transient, noninvasive reduction of gastric volume | 8,691,271 | 04/08/14 |
| | 12/148,702 | 01/25/08 |
| Pyloric valve obstructing devices and methods | 8,663,338 | 03/04/14 |
| | 12/351,686 | 01/09/09 |
| Pyloric valve obstructing devices and methods | 8,657,885 | 02/25/14 |
| | 12/351,705 | 01/09/09 |
| Medical device delivery catheter | 8,579,988 | 11/12/13 |
| | 13/309,434 | 12/01/11 |

| DESCRIPTION | PATENT OR APPLICATION NUMBER | APPLICATION OR FILING DATE |
|--|------------------------------|----------------------------|
| Medical device delivery catheter | 8,070,824 | 12/06/11 |
| | 12/049,217 | 03/14/08 |
| Pyloric valve obstructing devices and methods | 8,048,169 | 11/01/11 |
| | 10/833,950 | 04/27/04 |
| Medical device delivery catheter | 7,347,868 | 03/25/08 |
| | 10/974,482 | 10/26/04 |
| Devices And Methods For Gastrointestinal Stimulation | 20170246018 | 08/31/17 |
| | 15/590,865 | 05/09/17 |
| Device For Intermittently Obstructing A Gastric Opening | 20170065446 | 03/09/17 |
| | 15/356,188 | 11/18/16 |
| Gastric Obstruction Device Deployment Assembly and Methods of Delivering and Developing a Gastric Obstruction Device | 20180221186 | 08/09/18 |
| | 15/878,319 | 01/23/18 |

EXHIBIT C

TRADEMARKS

| DESCRIPTION | REGISTRATION AND/OR SERIALNUMBER | REGISTRATION/ FILING DATE |
|----------------------|----------------------------------|---------------------------|
| ENDOBEESITY | 77851662 | 10/19/09 |
| | 3986445 | 06/28/11 |
| TPS | 77851698 | 10/19/09 |
| | 3986446 | 06/28/11 |
| TRANSPYLORIC SHUTTLE | 77851679 | 10/19/09 |
| | 4029329 | 09/20/11 |
| BARONOVA | 77851649 | 10/19/09 |
| | 3986444 | 06/28/11 |