

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jenavalve Technology, Inc.		11/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kreos Capital V (UK) Limited		
Street Address:	25 Old Burlington Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 3AN		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4033024	JENAVALVE	
Registration Number:	4236883		
Registration Number:	4236886	DESIGNED WITH THE PATIENT AT HEART	
Registration Number:	4236884	CATHLETE	
Registration Number:	5536382	CORONATIX	
Registration Number:	5552930	EVERDUR	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
<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:	212-907-7300		
Email:	ejaffe@golenbock.com		
Correspondent Name:	Elizabeth A. Jaffe		
Address Line 1:	711 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Elizabeth A. Jaffe		
SIGNATURE:	/Elizabeth A. Jaffe/		
DATE SIGNED:	12/06/2018		
Total Attachments: 6			

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EXECUTION VERSION

TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of November 30, 2018, by and between JENAVALVE TECHNOLOGY, INC., incorporated and registered in the State of Delaware (“**Debtor**”), and KREOS CAPITAL V (UK) LIMITED, incorporated and registered in England and Wales (“**Secured Party**”).

RECITALS

A. Debtor and Secured Party have entered into a certain Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the “**Security Agreement**”).

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Secured Party, under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Secured Party a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the “**Collateral**”), as security for the Obligations (as defined in the Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants to Secured Party that:

2.1. Schedule A sets forth all United States trademark registrations and applications owned by Debtor as of the date hereof.

2.2. As of the date hereof, to Debtor’s knowledge, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

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3. **Covenants**. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto. Debtor shall give to Secured Party written notice thereof and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor shall execute such further documents as may be reasonably requested by Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies**. After the occurrence and during the continuance of any Event of Default (as defined in the Security Agreement), Secured Party may declare all Obligations immediately due and payable and shall have the remedies set forth in the Security Agreement and the applicable Uniform Commercial Code.

5. **Attorney-in-Fact**. Debtor hereby appoints Secured Party, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Secured Party reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General**.

6.1. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware without regard to its conflicts of laws principles that would result in the application of any law other than the law of the State of Delaware.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart signature page may be attached to the body of a copy of this Agreement to form a complete integrated whole.

[balance of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

JENAVALVE TECHNOLOGY, INC.

By: _____

Name:

Title:

KREOS CAPITAL V (UK) LIMITED

By: _____

Name MAURIZIO PETITSON


Title: DIRECTOR

[Signature page to Trademark Security Agreement]

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TRADEMARK
REEL: 006495 FRAME: 0787

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

 **JENAVALVE** VALVE TECHNOLOGY, INC.
JenaValve Technology, Inc.
7545 Irvine Center Drive, Suite 100
Irvine, CA 92618, USA By: *[Signature]*
Tel.: +1 949 396 7555 • info@jenavalve.com Name: *Peter C. Walte*
Fax: +1 949 396 7559 • www.jenavalve.com Title: *Chief Financial Officer*

KREOS CAPITAL V (UK) LIMITED

By: _____
Name
Title:

[Signature page to Trademark Security Agreement]

3102653.2

TRADEMARK
REEL: 006495 FRAME: 0788

Schedule A

Trademarks

Trademark	Application No.	Application Filing Date	Registration No.	Registration Date
JENAVALVE	77/274,743	07-Sep-2007	4,033,024	04-Oct-2011
Design Mark - Logo "Krone")	85/565,249	09-Mar-2012	4,236,883	06-Nov-2012
Designed With The Patient At Heart - Slogan	85/565,285	09-Mar-2012	4,236,886	06-Nov-2012
Cathlete	85/565,260	09-Mar-2012	4,236,884	06-Nov-2012
Coronatix	87/179,721	22-Sept-2016	5,536,382	7-Aug-2018
Everdur	87/233,818	11-Nov-2016	5,552,930	4-Sept-2018