

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYSTONE HEART LTD.		01/25/2019	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	VENUS MEDTECH (HONG KONG) LIMITED		
Street Address:	Room 311, 3rd Floor, Building 2, 88 Jiangling Road		
City:	Binjiang District, Hangzhou, Zhejiang		
State/Country:	CHINA		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4254863	KEYSTONE HEART	
Registration Number:	5505771	TRIGUARD	
Serial Number:	87634138	TRIGUARD 3	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1040411 TM KH LTD		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	01/25/2019		
Total Attachments: 7			
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of 25 January, 2019 (this "Agreement"), between Keystone Heart Ltd., a company incorporated in Israel (the "Grantor") and Venus Medtech (Hong Kong) Limited 啟明醫療(香港)有限公司, incorporated under the laws of Hong Kong as Secured Party (in such capacity, the "Secured Party").

Reference is made to the Loan Agreement dated as of 13 December, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Grantor, the Secured Party, Keystone Heart US, Inc. and Keystone Heart UK Ltd (the "Loan Agreement"), pursuant to which the Grantor is required to grant to the Secured Party the Security Interests (as defined herein) granted under this Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms and Definition.

(a) Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Loan Agreement. The rules of construction specified in clause 1.2 of the Loan Agreement also apply to this Agreement.

(b) "Trademarks" shall mean all (i) trademarks, service marks, trade names, trade dress, logos and other source or business identifiers, in each case, arising under the laws of the United States or any State thereof, (ii) common-law rights related to the foregoing, (iii) registrations and applications for registration of the foregoing in the United States, including registrations and pending applications in the United States Patent and Trademark Office (including any successor office, the "USPTO") or any similar offices or agencies in any State of the United States, (iv) renewals and extensions of any of the foregoing, and (v) goodwill associated with, connected with the use of or symbolized by any of the foregoing.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Party under or in connection with the Finance Documents (the "Secured Liabilities"), the Grantor hereby grants to the Secured Party (or its designee) a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under:

(a) all United States Trademark registrations and Trademark applications now or hereafter owned by the Grantor, including those listed on Schedule I attached hereto (as supplemented from time to time in accordance with this Agreement), together with (i) all renewals and extensions of the foregoing, (ii) all claims and the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of the foregoing, including all rights to and claims for damages, and injunctive and other legal and equitable relief and (iii) all proceeds of the foregoing, including without limitation license fees, royalties, income, payments, damages and proceeds of suit, now or hereafter due and/or payable with respect to the foregoing (collectively, the "Trademark Collateral"); and

(b) all agreements or arrangements, now or hereafter in effect, providing for the grant of any rights under any Trademarks or Trademark Collateral by or to the Grantor, including (i) all rights to and claims for damages, and injunctive and other legal and equitable relief and (ii) all proceeds of the foregoing now or hereafter due and/or payable (collectively, the "Trademark Licenses").

This Agreement is not to be construed as an assignment of any Trademark Collateral or Trademark License. Trademark Collateral shall exclude any intent-to-use Trademark application prior to the filing of

a “Statement of Use” or “Amendment to Allege to Use” with respect thereto solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application; provided, however, that immediately after such period, the Grantor acknowledges and agrees that such Trademark application shall be subject to the Security Interest and be included in the Trademark Collateral.

SECTION 3. Representations and Warranties. The Grantor represents and warrants that (a) the Security Interest constitutes (i) a legal and valid security interest in all the Trademark Collateral and Trademark Licenses securing the payment and performance of the Secured Liabilities, enforceable in accordance with the terms hereof against any creditors of the Grantor and any persons purporting to acquire any Trademark Collateral from the Grantor and (ii) subject to the filings described herein, a perfected security interest in all Trademark Collateral in which a security interest may be perfected by filing, recording or registering an executed copy of this Agreement with the USPTO, (b) as of the date hereof, the Trademark Collateral listed on Schedule I constitutes all the Trademark registrations and Trademark applications owned by the Grantor, (c) the Grantor owns all right, title and interest in, to and under the Trademark Collateral, (d) each item of Trademark Collateral listed on Schedule I is subsisting and, to the knowledge of the Grantor, valid and enforceable, (e) no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary to perfect or otherwise evidence the Security Interest in the Trademark Collateral (other than such filings and actions as are necessary to perfect or otherwise evidence the Security Interest with respect to any After-Acquired Intellectual Property (as defined below)) and (f) the consummation and performance of this Agreement will not result in the invalidity, unenforceability or impairment of any Trademark Collateral, or in the default or termination of any Trademark License.

SECTION 4. Undertakings.

(a) Maintenance. Subject to Section 4(c):

(i) with respect to each registration and pending application included in the Trademark Collateral for which the Grantor has standing and ability to do so, the Grantor shall (A) take all commercially reasonable actions to protect, preserve and maintain the registered Trademarks included in the Trademark Collateral in full force and effect, (B) pursue the registration and maintenance of the Trademark applications included in the Trademark Collateral and (C) maintain the quality of any and all products and services offered, sold or provided in connection with any of the Trademarks included in the Trademark Collateral, consistent with the quality of such products and services as of the date of this Agreement, in each case (as applicable), including the payment of required fees and taxes, the filing of responses to office actions issued by the USPTO, the filing of applications for renewal or extension, the filing of affidavits of use and incontestability, the filing of renewal applications or extensions, the payment of maintenance fees and the participation in opposition, cancellation, infringement, dilution and similar proceedings before any court, tribunal or the USPTO; and

(ii) the Grantor shall not (and shall not permit any person to) do any act or knowingly omit to do any act whereby any Trademark Collateral or Trademark License may lapse, be terminated or breached, or become invalid, abandoned or unenforceable, or be diluted or placed in the public domain (as applicable). The Grantor shall notify the Security Party promptly if it knows, or has reason to know, (A) that any Trademark Collateral or Trademark License may lapse, be terminated or breached, or become invalid, abandoned or unenforceable, or be diluted or placed in the public domain or (B) of any adverse determination or development regarding the Grantor’s rights in, or the ownership, validity, enforceability or registrability of, any Trademark

Collateral or Trademark License (other than routine office actions in the course of prosecution of any Trademark applications).

(b) After-Acquired Intellectual Property and Licenses. In the event that the Grantor:

(i) whether by acquisition, assignment, use, filing, creation, development or otherwise, obtains or acquires any right, title or interest in, to or under any Trademark Collateral after the date of this Agreement (collectively, the "After-Acquired Intellectual Property"), such After-Acquired Intellectual Property shall automatically be included as part of the Trademark Collateral and shall automatically be subject to the terms and conditions of this Agreement as if such After-Acquired Intellectual Property would have constituted Trademark Collateral on the date hereof, without further action by either party. With respect to any such After-Acquired Intellectual Property, the Grantor shall (A) promptly provide the Secured Party a supplement to Schedule I identifying such After-Acquired Intellectual Property registered or filed with the USPTO or any similar offices or agencies in any State of the United States and (B) execute and promptly thereafter file (or authorize the Secured Party or its designee to file) with the USPTO a trademark security agreement substantially in the form of this Agreement and satisfactory in form and substance to the Secured Party to record the grant of the security interest hereunder in such After-Acquired Intellectual Property;

(ii) obtains or acquires any right, title or interest in, to or under any Trademark Licenses after the date of this Agreement (collectively, the "After-Acquired Intellectual Property Licenses"), such After-Acquired Intellectual Property Licenses shall automatically be included as part of the Trademark Licenses and shall automatically be subject to the terms and conditions of this Agreement as if such After-Acquired Intellectual Property Licenses would have constituted Trademark Licenses on the date hereof, without further action by either party.

(c) Permitted Abandonment. Nothing in this Agreement shall prevent the Grantor from discontinuing the use or maintenance of, abandoning, failing to pursue or otherwise allowing to lapse, expire, terminate, or be placed in the public domain any of its Trademark Collateral if (i) such discontinuance, abandonment, failure to pursue or allowance to lapse, expire, terminate or be placed in the public domain is determined by the Grantor in its reasonable business judgment to be desirable in the conduct of its business, (ii) is necessary, required or mandated under applicable law or (iii) is not prohibited by the Loan Agreement.

(d) Restrictions. The Grantor shall not sell, assign, transfer or otherwise dispose of, or grant any option with respect to, any Trademark Collateral or Trademark License, or attempt, offer or contract to do any of the foregoing, except as permitted by the Loan Agreement.

(e) Further Assurances. The Grantor shall, in addition to executing, delivering and filing this Agreement, execute, deliver and file all agreements, instruments, documents and papers necessary, and take such other action as the Secured Party may reasonably request, to create, preserve, protect, perfect and evidence the Security Interest in all Trademark Collateral and all Trademark Licenses.

SECTION 5. Termination. Upon the occurrence of the release of the Grantor from its obligations under the Loan Finance Documents, the Security Interest granted herein shall automatically terminate and the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Agreement.

SECTION 6. Power of Attorney. The Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute, deliver and file any and all agreements, documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

SECTION 7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 9. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 10. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks register and record this Agreement.

SECTION 11. Translation. A convenience translation of this Agreement into Hebrew shall be prepared by the Grantor for the purpose of registration and perfection of this Agreement with the Israeli Registrar of Companies. The parties acknowledge that this English language Agreement shall prevail in the case of any inconsistency and that the Hebrew translation is for convenience only

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

KEYSTONE HEART LTD., as Grantor

By: 

Name:

Title:

CHRIS RICHARDSON
PRESIDENT AND CEO

VENUS MEDTECH (HONG KONG) LIMITED 啟明
醫療(香港)有限公司, as Secured Party

By:


Name:
Title:

Zi Zhenjun
Director

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
Keystone Heart Ltd.	KEYSTONE HEART	Registered	8/23/2011	85404823	7/3/2018	4254863
Keystone Heart Ltd.	TRIGUARD	Registered	4/26/2016	87014019	7/3/2018	5505771
Keystone Heart Ltd.	TRIGUARD 3	Pending	10/4/2017	87634138		