

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monteris Medical Corporation		03/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings II, LP		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4995903	ATAMA	
Registration Number:	4949175	AXIIIS	
Registration Number:	4928027	FULLFIRE	
Registration Number:	4273178	NEUROBLATE	
Registration Number:	5066763	NEUROBLATE	
Registration Number:	5114877	SIDEFIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-3320		
Email:	pwright@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Attn: Patricia A. Wright		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Patricia A. Wright		
SIGNATURE:	/Patricia A. Wright/		
DATE SIGNED:	03/07/2019		

OP \$165.00 4995903

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Monteris Medical Corporation

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 6, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Perceptive Credit Holdings II, LP

c/o Perceptive Advisors LLC

Street Address: 51 Astor Place, 10th Fl.

City: New York

State: New York

Country: USA Zip: 10003

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.**A. Trademark Application No.(s)**

See Schedule B attached to the Patent and Trademark Security Agreement.

B. Trademark Registration No.(s)

See Schedule B attached to the Patent and Trademark Security Agreement.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B attached to the Patent and Trademark Security Agreement.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia A. Wright

Street Address: 1270 Avenue of the Americas

City: New York

State: New York Zip: 10020

Phone Number: (212) 65-3320

Docket Number: _____

Email Address: pwright@chapman.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

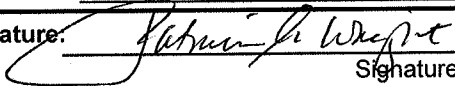
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

March 6, 2019

Date

Patricia A. Wright

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT

March 6, 2019

WHEREAS, MONTERIS MEDICAL CORPORATION, a Delaware corporation (“*Borrower*”) and each entity that becomes a “Grantor” under the Security Agreement (together with Borrower, the “*Grantors*” and each, a “*Grantor*”) are parties to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among certain Grantors party thereto from time to time and PERCEPTIVE CREDIT HOLDINGS II, LP, as administrative agent for the Secured Parties (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the patents and patent applications listed on Schedule A hereto, and the trademarks and trademark applications listed on Schedule B hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of the following:

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

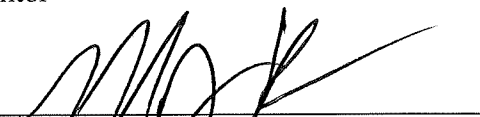
Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantors have caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

MONTERIS MEDICAL CORPORATION,
as Grantor

By: 

Name: Martin J. Emerson
Title: Chief Executive Officer

SIGNATURE PAGE

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006584 FRAME: 0243

**Schedule A
to Patent and Trademark Security Agreement**

PATENTS AND PATENT APPLICATIONS

<u>Grantor</u>	<u>Country</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No. or Application No.</u>
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	10,092,367
Monteris Medical Corporation	United States	IMAGE GUIDED THERAPY OF A TISSUE		Granted	9,700,342
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	9,504,484
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	9,492,121
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	9,486,170
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	9,433,383
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	10,188,462
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	9,510,909
Monteris Medical Corporation	United States	MONITORING AND NOISE MASKING OF THERMAL THERAPY		Granted	9,271,794
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE		Granted	8,979,871
Monteris Medical Corporation	United States	PROBE DRIVER		Granted	9,211,157

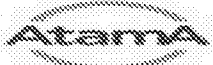


SCHEDULE A TO PATENT AND TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Country</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No. or Application No.</u>
Monteris Medical Corporation	United States	TRAJECTORY GUIDE		Granted	8,747,418
Monteris Medical Corporation	United States	STEREOTACTIC DRIVE SYSTEM		Granted	8,728,092
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	8,256,430
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	7,344,529
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	7,167,741
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	7,691,100
Monteris Medical Corporation	United States	MRI GUIDED HYPERTHERMIA SURGERY		Granted	6,418,337
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	9,387,042
Monteris Medical Corporation	United States	HYPERTHERMIA TREATMENT AND PROBE THEREFOR		Granted	9,333,038
Monteris Medical Corporation	United States	ADJUSTABLE CRADLE ASSEMBLY	10/09/2018	Pending	16/092,266
Monteris Medical Corporation	United States	APPARATUS AND METHOD FOR NEUROLOGICAL TREATMENT	11/09/2017	Pending	15/573,103

<u>Grantor</u>	<u>Country</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No. or Application No.</u>
Monteris Medical Corporation	United States	AUTOMATED THERAPY OF A THREE-DIMENSIONAL TISSUE REGION	11/28/2016	Pending	15/362,516
Monteris Medical Corporation	United States	CRYOTHERAPY, THERMAL THERAPY, TEMPERATURE MODULATION THERAPY, AND PROBE APPARATUS THEREFOR	08/31/2015	Pending	14/841,109
Monteris Medical Corporation	United States	CRYOTHERAPY, THERMAL THERAPY, TEMPERATURE MODULATION THERAPY, AND PROBE APPARATUS THEREFOR	05/06/2016	Pending	15/148,949
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE	05/20/2015	Pending	14/717,738
Monteris Medical Corporation	United States	IMAGE-GUIDED THERAPY OF A TISSUE	09/01/2016	Pending	15/254,290
Monteris Medical Corporation	United States	METHOD AND DEVICE FOR EFFECTING THERMAL THERAPY OF A TISSUE	12/19/2018	Pending	16/225,294
Monteris Medical Corporation	United States	STEREOTACTIC DRIVE SYSTEM	05/11/2016	Pending	15/151,995

**Schedule B
to Patent and Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Country</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
Monteris Medical Corporation	United States of America	 ATAMA & Design	07/12/2016	Registered	4995903
Monteris Medical Corporation	United States of America	 AXIIS & Design	05/03/2016	Registered	4949175
Monteris Medical Corporation	United States of America	FULLFIRE	03/29/2016	Registered	4928027
Monteris Medical Corporation	United States of America	NEUROBLATE	01/08/2013	Registered	4273178
Monteris Medical Corporation	United States of America	 NEUROBLATE & Design	10/25/2016	Registered	5066763
Monteris Medical Corporation	United States of America	SIDEFIRE	01/03/2017	Registered	5114877