

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARDIOFOCUS, INC.		05/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KENNEDY LEWIS INVESTMENT MANAGEMENT LLC		
<b>Street Address:</b>	80 BROADWAY STREET, 22ND FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2491207	CARDIOFOCUS	
<b>Registration Number:</b>	4195520	HEARTLIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	064383-0002		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	05/10/2019		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 10, 2019, by and among **KENNEDY LEWIS INVESTMENT MANAGEMENT LLC**, a Delaware limited liability company, in its capacity as Collateral Agent (together with its successors and permitted assigns, “**KLIM**”), and **CARDIOFOCUS, INC.**, a Delaware corporation (“**Grantor**”).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “**Lenders**”) and KLIM, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to KLIM 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, which includes the Intellectual Property Collateral set forth below.

**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 Grantor’s Obligations to KLIM, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1 **Grant of Security Interest**. To secure Grantor’s Obligations to KLIM, Grantor grants and pledges to KLIM, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on **Exhibit A** attached hereto (if any), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Copyrights**”);

(b) Any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all inventions subject to the patents and patent applications listed on **Exhibit B** attached hereto (if any), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past,

present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Patents**”);

(c) Any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in **Exhibit C** attached hereto (if any) and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Trademarks**”); and

(d) Any other Intellectual Property.

2 **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials, whether in the U.S. or any other country, to record and register this Agreement upon request by KLIM.

3 **Transaction Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of KLIM with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4 **Further Assurances.** At any time and from time to time, upon the written request of KLIM or its representative, and at the sole expense of the Grantor, subject to the rights of holders of Permitted Liens, the Grantor will promptly and duly execute and deliver any and all such further instruments, documents and agreements and take such further actions as KLIM or its representative may reasonably require in order for KLIM to obtain the full benefits of this Agreement and of the rights and powers herein granted in favor of KLIM.

5 **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

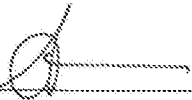
7 **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8      **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

**[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.


CARDIOFOCUS, INC.

By:   
Name: Scott Fletcher  
Title: Vice President -- Finance and  
Administration

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006642 FRAME: 0771**

KENNEDY LEWIS INVESTMENT  
MANAGEMENT LLC

By:   
Name: Anthony Pasqua  
Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

None.



**EXHIBIT B**

**Patents**

Country	Title	Grant No	Grant Date	Status Description
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	9,421,066	23-Aug-16	Granted
US	CARDIAC ABLATION CATHETERS FOR FORMING OVERLAPPING LESIONS	9,033,961	19-May-15	Granted
US	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABLATION PROCEDURES	10,154,888	18-Dec-18	Granted
ED	Compliant Balloon	004396760-0001	12-Oct-17	Granted
JP	Compliant Balloon	1607029	25-May-18	Granted
CA	Compliant Balloon	177521	25-May-18	Granted
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,366,705	5-Feb-13	Granted
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,444,639	21-May-13	Granted
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	8,900,219	2-Dec-14	Granted
US	METHOD AND DEVICE FOR CARDIAC TISSUE ABLATION	8,152,795	10-Apr-12	Granted
US	GUIDED CARDIAC ABLATION CATHETERS (Appeal No.: 2010-008599)	8,540,704	24-Sep-13	Granted
US	GUIDED CARDIAC ABLATION CATHETERS	9,861,437	9-Jan-18	Granted

US	METHODS FOR ABLATION WITH RADIANT ENERGY COAXIAL CATHETER	8,241,272	14-Aug-12	Granted
US	INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,025,661	27-Sep-11	Granted
US	DEFLECTABLE SHEATH CATHETERS	7,935,108	3-May-11	Granted
US	DEFLECTABLE SHEATH CATHETERS	8,231,613	31-Jul-12	Granted
US	DEFLECTABLE SHEATH CATHETERS FOR RADIO-FREQUENCY ABLATION	8,267,932	18-Sep-12	Granted
GBe	PHOTOABLATION SYSTEM	1200002	12-Apr-06	Granted
EP	PHOTOABLATION SYSTEM	1200002	12-Apr-06	Granted
DEe	PHOTOABLATION SYSTEM	60027300.8	12-Apr-06	Granted
GBe	PHOTOABLATION SYSTEM	1679045	27-Mar-13	Granted
FRe	PHOTOABLATION SYSTEM	1679045	27-Mar-13	Granted
EP	PHOTOABLATION SYSTEM	1679045	27-Mar-13	Granted
DEe	PHOTOABLATION SYSTEM	600 47 922.6	27-Mar-13	Granted
US	BALLOON CATHETER WITH IRRIGATION SHEATH	6,605,055	12-Aug-03	Granted
US	SAFETY SHUT-OFF DEVICE FOR LASER SURGICAL INSTRUMENTS EMPLOYING BLACKBODY EMITTERS	6,932,809	23-Aug-05	Granted
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	7,357,796	15-Apr-08	Granted
US	INTRALUMENAL CONTACT SENSOR	6,626,900	30-Sep-03	Granted

US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,423,055	23-Jul-02	Granted
US	PHOTOTHERAPEUTIC WAVEGUIDE APPARATUS	6,572,609	3-Jun-03	Granted
US	METHOD FOR PROJECTION OF ENERGY	7,207,984	24-Apr-07	Granted
US	INTRALUMENAL CONTACT SENSOR	6,942,657	13-Sep-05	Granted
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,953,457	11-Oct-05	Granted
JP	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	4732330	28-Apr-11	Granted
JP	DEFLECTABLE SHEATH CATHETERS	5065052	17-Aug-12	Granted
JP	PHOTOABLATION SYSTEM	4261101	20-Feb-09	Granted
DE	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17	Granted
EP	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17	Granted
FR	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17	Granted
GB	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17	Granted
US	CARDIAC ABLATION SYSTEM WITH PULSED AIMING LIGHT	8,696,653	15-Apr-14	Granted
US	CARDIAC ABALATION IMAGE ANALYSIS SYSTEM AND PROCESS	8,702,688	22-Apr-14	Granted
US	CARDIAC ABLATION INSTRUMENT	6,558,375	6-May-03	Granted
US	Catheter system with working portion radially expandable upon rotation	6,375,654	23-Apr-02	Granted
DE	CARDIAC ABALATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	2485671	20-Mar-19	Granted
EP	CARDIAC ABALATION SYSTEM WITH IMAGE ANALYSIS TO	2485671	20-Mar-19	Granted

	OPTIMIZE ABLATION FORMATION			
FR	CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	2485671	20-Mar-19	Granted
GB	CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	2485671	20-Mar-19	Granted

Country	Title	Application No	Application Date	Status Description
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABLATION PROCEDURES	14/697,065	27-Apr-15	Pending
US	ABLATION SYSTEM WITH AUTOMATED WEEPING ABLATION ENERGY ELEMENT	15/399,304	5-Jan-17	Pending
JP	ABLATION SYSTEM WITH AUTOMATED WEEPING ABLATION ENERGY ELEMENT	2018-534875	5-Jan-17	Pending
EP	ABLATION SYSTEM WITH AUTOMATED WEEPING ABLATION ENERGY ELEMENT	17736330.6	5-Jan-17	Pending
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	15/863,264	5-Jan-18	Pending

US	COMPLIANT BALLOON	29/600,753	14-Apr-17	Allowed
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	15/863,373	5-Jan-18	Pending
WO	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	PCT/US18/12715	6-Jan-18	Pending
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	15/953,628	16-Apr-18	Pending
US	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	62/617,483	15-Jan-18	Pending
US	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	62/691,864	29-Jun-18	Pending
US	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	16/248,545	15-Jan-19	Pending
WO	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	PCT/US19/13688	15-Jan-19	Pending
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/674,717	24-Dec-18	Pending

EXHIBIT C

Trademarks

Mark	Country	Application #	Registration #	Registration Date	Status
CARDIOFOCUS	EU	001306455	001306455	01/02/2003	Registered
CARDIOFOCUS	WO	1259440	1259440	12/03/2014	Registered
CARDIOFOCUS	JP	1259440	1259440	07/11/2016	Registered
CARDIOFOCUS	US	75/658,807	2,491,207	09/18/2001	Registered
HEARTLIGHT	EU	10280824	10280824	09/21/2011	Registered
HEARTLIGHT	WO	1245401	1245401	12/03/2014	Registered
HEARTLIGHT	JP	1245401	1245401	12/03/2014	Registered
HEARTLIGHT	US	85/293,628	4,195,520	08/21/2012	Registered
EXCALIBUR	EU	17904188	17904188	09/26/2016	Registered
EXCALIBUR	US	87/906,257		File Date: 05/03/2018	Pending