

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIOMERICS FMI, LLC		07/19/2019	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zions Bancorporation, N.A.		
<b>Doing Business As:</b>	Zions First National Bank		
<b>Street Address:</b>	One South Main Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84133		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3815816	FUTURE MATRIX	
<b>Registration Number:</b>	4071207	QUADRAPLAST	
<b>Registration Number:</b>	4053587	QUADRATHANE	
<b>Registration Number:</b>	4053586	QUADRAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8015327543		
<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>Phone:</b>	8015321500		
<b>Email:</b>	bowen@rqn.com		
<b>Correspondent Name:</b>	S. Brandon Owen		
<b>Address Line 1:</b>	36 South State Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	S. Brandon Owen		
<b>SIGNATURE:</b>	/S. Brandon Owen/		
<b>DATE SIGNED:</b>	07/24/2019		

OP \$115.00 3815816

**Total Attachments: 5**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 19, 2019, is made by BIOMERICS FMI, LLC, a Utah limited liability company ("**Grantor**"), in favor of ZIONS BANCORPORATION, N.A., doing business as Zions First National Bank ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**") between Grantor; Biomerics, LLC; Biosonix, LLC; and R&D Machine, LLC (individually and collectively "**Borrower**"), and Lender, Lender, subject to the terms and conditions contained therein, has agreed to extend credit to Borrower;

WHEREAS, Grantor is a party to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

- (a) all of Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Grant of Security Interest in Patent Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "**Patent Collateral**"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

(a) all of each Grantor's patents and application therefor, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such patent; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 4. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

Section 6. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

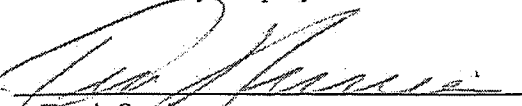
Section 7. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

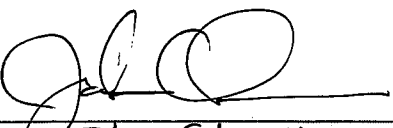
GRANTOR:

BIOMERICS FMI, LLC,  
a Utah limited liability company

By:   
Name: Travis Sessions  
Its: Manager

ACCEPTED AND AGREED:

ZIONS BANCORPORATION, N.A., doing business as Zions First National Bank

By:   
Name: Jake Christensen  
Its: Vice President

1496146.02

Signature Page to Patent and Trademark Security Agreement

**TRADEMARK**  
**REEL: 006702 FRAME: 0412**

SCHEDULE I

to

PATENT AND TRADEMARK SECURITY AGREEMENT

United States Patents and Patent Applications

<b>U.S. Patent Application No./Issued Patent No.</b>	<b>Title</b>	<b>Filing Date/Issue Date (Assignee)</b>
U.S. Patent Application Number 12/390,573 U.S. Issued Patent Number 8,814,899	Balloon catheter pressure relief valve	Feb. 23, 2009/August 26, 2014 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 14/616,328 U.S. Issued Patent Number 9,259,559	Balloon catheter pressure relief valve	Feb. 6, 2015/Feb. 16, 2016 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 13/365,069 U.S. Issued Patent Number 8,597,240	Coaxial catheter shaft having balloon attachment feature with axial fluid path	Feb. 2, 2012/Dec. 3, 2013 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 14/380,595	Medical balloon with enhanced refolding properties	Aug. 22, 2014 (FUTUREMATRIX INTERVENTIONAL, INC.)
U.S. Patent Application Number 15/011,281	Ureteral Stent	Jan. 29, 2016 (FUTUREMATRIX INTERVENTIONAL)

U.S. Trademarks

<b>Mark</b>	<b>U.S. Serial No. Filing Date</b>	<b>U.S. Reg. No. Reg. Date</b>	<b>Goods / Services (International Class No.)</b>
FUTURE MATRIX	Aug. 19, 2004 78/470,060	Jul. 6, 2010 3,815,816	Surgical instruments and apparatus for use in cardiovascular surgery, interventional surgery and biopsies sold only to medical device manufacturers and OEM customers; medical devices, namely, vascular and cardiovascular catheters, balloons, guide-wires, balloon inflation apparatus and parts therefor sold only to medical device manufacturers and OEM customers; medical devices, namely, biopsy instruments sold only to medical device

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Reg. Date</i>	<i>Goods / Services (International Class No.)</i>
			manufacturers and OEM customers (Int'l Class No. 10) <i>(FUTUREMATRIX INTERVENTIONAL, INC.)</i>
QUADRAPLAST	77/939,813 February 19, 2010	4,071,207 December 13, 2011	Rigid thermoplastic polyurethane resin for injection molding and extrusion applications (Int'l Class No. 1)
QUADRATHANE	77/939,783 February 19, 2010	4,053,587 November 8, 2011	Aromatic thermoplastic elastomeric polyurethane material for use in the manufacture of plastic articles (Int'l Class No. 1)
QUADRAFLEX	77/939,763 February 19, 2010	4,053,586 November 8, 2011	Aliphatic thermoplastic elastomeric polyurethane material for use in forming molded and extruded plastic articles (Int'l Class No. 1)

Unregistered/Common Law Trademarks

Brookhaven Technologies

Domain Names

FMXINET