



<p><u>Megan Massman</u> Name of Person Signing</p>	<p>Total number of pages including cover sheet, attachments, and document:</p>
--	--

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

SVB Confidential

**TRADEMARK**  
**REEL: 006812 FRAME: 0952**

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VYTRONUS	5342231	11/21/2017
Heartbeat in Heart Logo	5342290	11/21/2017
REDEFINING ABLATION	5520403	7/17/2018
LICU	5137850	2/7/2017

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of 8/28/2019 by and between SILICON VALLEY BANK ("Bank") and VYTRONUS, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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 and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

**TRADEMARK****REEL: 006812 FRAME: 0954**

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan 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 Bank 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.

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 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

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

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.

GRANTOR:

VYTRONIC, INC.

*Paul Chan*

60CE9A354984AD

By: \_\_\_\_\_  
Title: VP Finance & Administration

BANK:

SILICON VALLEY BANK

*Justin Mauch*

6020565E6628493

By: Justin Mauch  
Title: Director

TRADEMARK

REEL: 006812 FRAME: 0957

DocuSign Envelope ID: 10F97F44-5462-418B-947E-573FE676BA72

EXHIBIT A

Copyrights

None.



DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD FOR ABLATING BODY TISSUE	7,950,397	05/31/11
DEVICE AND METHOD FOR ABLATING BODY TISSUE	7,942,871	05/17/11
METHODS FOR ABLATING BODY TISSUE	8,146,603	04/03/12
METHOD FOR ABLATING BODY TISSUE	8,511,317	08/20/13
METHOD FOR ABLATING BODY TISSUE	8,607,800	12/17/13
METHOD FOR ABLATING BODY TISSUE	9,737,325	08/22/17
METHOD FOR ABLATING BODY TISSUE	10,052,121	08/21/18
METHOD FOR ABLATING BODY TISSUE	10,349,966	07/18/19
SYSTEM AND METHOD FOR POSITIONING AN ELONGATE MEMBER WITH RESPECT TO AN ANATOMICAL STRUCTURE	9,155,588	10/13/15
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	10,368,891	08/06/19
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,033,885	05/19/15
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,220,924	12/29/15
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,833,841	12/05/17
SYSTEM AND METHOD FOR DELIVERY OF ENERGY TO TISSUE WHILE COMPENSATING FOR COLLATERAL TISSUE	9,907,983	03/06/18
SYSTEM AND METHOD FOR DELIVERY OF ENERGY TO TISSUE WHILE COMPENSATING FOR COLLATERAL TISSUE	8,414,508	04/09/13
SYSTEM AND METHOD FOR ANATOMICAL MAPPING OF TISSUE AND PLANNING ABLATION PATHS THEREIN	9,192,789	11/24/15
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	8,475,379	07/02/13
SYSTEMS AND METHODS FOR IMAGING AND ABLATING BODY TISSUE	9,737,323	08/22/17
SYSTEMS AND METHODS FOR IMAGING AND ABLATING BODY TISSUE	10,154,831B2	12/18/18
DISPLAY SCREEN WITH A TRANSITIONAL GRAPHICAL INTERFACE	D814502S1	04/03/18
TISSUE NECROSIS METHODS AND APPARATUS	10,286,231B2	05/14/19
METHOD FOR ABLATING BODY TISSUE	15/989,912	05/25/18

TRADEMARK

REEL: 006812 FRAME: 0959

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

METHOD AND SYSTEM FOR POSITIONING AN ENERGY SOURCE	12/505,326	07/17/09
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	12/505,335	07/17/09
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	16/439,805	06/13/19
SYSTEM AND METHOD FOR ULTRASONICALLY SENSING AND ABLATING TISSUE	16/170,566	10/25/18
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	15/790,841	10/23/17
SYSTEM AND METHOD FOR ANATOMICAL MAPPING OF TISSUE AND PLANNING ABLATION PATHS THEREIN	15/895,562	09/05/17
METHODS AND SYSTEMS FOR ABLATING TISSUE	16/265,265	01/02/19
TISSUE NECROSIS METHODS AND APPARATUS	16/367,458	03/28/19
SYSTEM AND METHODS FOR ABLATING TISSUE	15/151,894	05/11/18
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	13/630,674	09/28/12
SYSTEM AND METHOD FOR ULTRASONICALLY SENSING AND ABLATING TISSUE	15/349,887	11/11/16
SYSTEMS AND METHODS FOR IMAGING AND ABLATING TISSUE	15/343,128	11/03/16

DocuSign Envelope ID: 10F97F44-5462-41BB-947E-573FE676BA72

EXHIBIT D

Mask Works

None.

**FAX COVER SHEET**

TO	
COMPANY	
FAX NUMBER	15712730140
FROM	Megan Massman
DATE	2019-11-27 12:30:30 PST
RE	01095834 - New trademark Filing

**COVER MESSAGE**

Hi, All.

See attached new Trademark request.

Thank You,

Megan Massman  
Associate Client Services Specialist  
Lien Solutions  
Office 800-833-5778 ext. 1356147  
Megan.Massman@WoltersKluwer.com

Join Wolters Kluwer on [Facebook](#) [Twitter](#) [Linkedin](#) [Youtube](#)

Working directly with the DMV can be challenging and complex. That's why our clients rely on Wolters Kluwer Lien Solutions to get it done right – from completing all necessary documentation to disbursing the proper fees – resulting in fewer rejections and faster matter resolutions. Contact us to learn about our range of solutions that improve the efficiency of motor vehicle transactions at 1-800-342-3676, ext. 1344055 or [mailliensolutions.dmvteam@wolterskluwer.com](mailto:mailliensolutions.dmvteam@wolterskluwer.com).  
Confidentiality Notice: This email and any attachments may contain confidential or privileged information that is intended for the addressee only. If you are not an intended recipient of the original sender (or responsible for delivering the message to such person), you are hereby notified that any review, disclosure, copying, distribution or the taking of any action in reliance of the contents of and attachments to this email is strictly prohibited. If you have received this email in error, please immediately notify the sender at the address shown herein and permanently delete any copies of this email (digital or paper) in your possession. Wolters Kluwer shall not be liable for the incorrect or incomplete transmission of this email or any attachments, nor for unauthorized use by its employees.