

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM571302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A.		04/13/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Med Ventures Acquisitions, LLC		
Street Address:	595 South Riverwoods Parkway, Suite 400		
City:	Logan		
State/Country:	UTAH		
Postal Code:	84341		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4744032	MILLER ADVANCE	
Registration Number:	5035233	DRIVEN TO INNOVATE... FOCUSED ON CARE	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	8013283131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	65669/14_15		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	04/09/2020		
Total Attachments: 15			
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ASSIGNMENT OF LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN DOCUMENTS (the "*Assignment*") is made and entered into as of April 13, 2018 between BMO HARRIS BANK N.A. ("*Assignor*"), and Med Ventures Acquisitions, LLC, a Utah limited liability company ("*Assignee*").

RECITALS

A. Assignor is the holder and owner of a loan made to Catheter Research, Inc., Matrix Medtech Acquisition, Inc., Catheter Research (CRI) Limited, CRI Medical Devices Limited (f/k/a Matrix Medtech Ireland Limited) and Catheter Research S.R.L. (collectively, the "*Debtors*"), which is evidenced by that certain Credit Agreement, dated July 8, 2015, between Assignor and the Debtors, and all amendments thereto (the "*Credit Agreement*");

B. The above described loan is secured by, among other things, that certain General Security Agreement dated July 8, 2015, and all amendments thereto (the "*Security Agreement*");

C. The above described loan is evidenced by a Term Note, dated July 8, 2015, in the original principal amount of [REDACTED], Revolving Note dated July 8, 2015, in the original principal amount of [REDACTED], and all amendments thereto, Capex Note dated July 8, 2015, in the original principal amount of [REDACTED], and Multi-Currency Revolving Note dated July 8, 2015, in the original principal amount of [REDACTED] (collectively, the "*Notes*", and together with the Credit Agreement, the Security Agreement and all other loan documents described in Schedule 1 attached hereto and made a part hereof, the "*Loan Documents*");

D. Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to and under the Loan Documents, in accordance with the terms and conditions of this Assignment; and

E. Assignee has agreed to accept the foregoing Assignment in accordance with the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Upon execution of this Agreement, Assignee shall tender to Seller a non-refundable deposit of [REDACTED] of which is in consideration for the [REDACTED] via wire transfer to Assignor (the "*Deposit*").

2. On the Closing Date (as defined below), Assignor shall grant, bargain, sell, assign, transfer, convey and set-over to Assignee WITHOUT RECOURSE, REPRESENTATION, OR WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, other than as to title to the Loan Documents, the validity of the assignment to Assignee (as set forth below), and those

matters set forth in Paragraph 7 of this Assignment, all of Assignor's right, title, and interest in, to and under the Loan Documents. Subject to the satisfaction of the contingencies detailed in Paragraph 9 below, Assignee shall assume the Loan Documents and accept all of the rights, benefits and privileges arising thereunder, as of the Closing Date.

3. On the Closing Date, Assignee shall pay Assignor a purchase price of [REDACTED] (the "*Purchase Price*") less the Deposit, for and in consideration of Assignor's sale and assignment of the Loan Documents, and all of the rights, benefits and privileges arising thereunder, to Assignee.

5. The closing of the transactions contemplated by this Assignment (the "*Closing*") shall occur no later than April 20, 2018 (the "*Closing Date*").

6. In exchange for the payment of the Purchase Price, Assignor shall tender the original Loan Documents and related loan file to Assignee at the Closing, including, but not limited to, an executed original version of the Notes and an allonge to evidence the assignment of the Notes from Assignor to Assignee. At Closing, the Assignor shall also deliver to Assignee, without necessity of assignment, complete copies of any and all appraisals, appraisal reports or other statements in the Assignor's possession respecting the value of any or all of the property subject to the Security Agreement.

7. Assignor represents and warrants as follows:

A. Assignor has full power and authority to own assets and to transact the business in which it is presently engaged;

B. Assignor has the power, authority, and legal right to make, deliver and perform this Assignment and all of its transactions contemplated hereunder and has taken all necessary action to authorize the execution, delivery and performance of this Assignment;

C. Except for this Assignment, since the execution of the Loan Documents, Assignor has not assigned, set-over, transferred or conveyed any of its right, title, or interest to and under the Loan Documents; and

D. As of April 13, 2018, the balances due under each of the Notes are as set forth in Schedule 2 attached hereto, and Assignor shall do nothing prior to Closing to in anyway mitigate, reduce, or otherwise affect the amounts due in respect of the Notes nor the existence and/or validity of any of the Loan Documents or of the Debtors' obligations thereunder; provided, however, Assignor shall not be prohibited from applying the Deposit to the Debtors' obligations under the Loan Documents.

8. Assignee represents and warrants as follows:

A. Assignee has full power and authority to own assets and transact business.

B. Assignee has the power, authority and legal right to accept, deliver and perform all of the transactions contemplated hereunder and has taken all necessary action to authorize the execution, delivery and performance of this Assignment.

C. No consent of any other party, and no consent, approval or authorization of or license from or registration with, any government authority, bureau or agencies is required in connection with the execution, delivery and performance of this Assignment.

9. Assignee understands, acknowledges and agrees that Assignor makes no representations or warranties to the Assignee concerning any of the following matters: (i) the physical condition of the assets of Debtors that secure the Loan Documents; and (ii) the accuracy of any information contained in the Loan Documents concerning the creditworthiness of the Debtors or the value of any personal or other property that secure the Loan Documents. In addition, the parties agree to provide reasonable cooperation with one another in the future should any action be required to fully effectuate the agreement contained herein.

10. Assignee shall have until 5:00 p.m. Eastern Time on April 13, 2018 to complete Assignee's Due Diligence (defined in Paragraph 10 below) with respect to the Loan Documents and all other aspects of this transaction, including, but not limited to, all of the assets of the Debtors that serve as collateral under the Security Agreement (the "*Confirmatory Due Diligence Deadline*"). If Assignee fails to advise Assignor, in writing, on or before the Confirmatory Due Diligence Deadline, that Assignee wishes to complete its acquisition of the Loan Documents, then this Assignment shall be deemed terminated and shall have no further force or effect.



12. Nothing produced or discovered by Assignee in the Due Diligence shall be used by Assignee to contact Debtors' customers or vendors and/or pursue the business of Debtors' customers and vendors should Assignee not complete the acquisition contemplated by this Agreement. Any and all information provided by Debtors to Assignee and all communications with Debtors' customers and vendors shall remain strictly confidential and not be disclosed to

anyone or any entity outside of Assignee. [REDACTED]

13. Notwithstanding anything to the contrary contained herein, this Assignment may be terminated at any time prior to the Closing Date (i) by mutual written consent of the Assignor and Assignee, (ii) by Assignee if (a) any Debtor files a petition for bankruptcy, reorganization or other similar arrangement under any state or federal statute, (b) any Debtor makes an assignment for the benefit of creditors, (c) a receiver or trustee is appointed for the property and assets of any Debtor or (d) an involuntary bankruptcy proceeding is filed against any Debtor or (iii) by Assignee upon an order by a court of competent jurisdiction that the assignment of the Loan Documents contemplated herein is invalid. [REDACTED]

14. Assignee agrees to indemnify and hold harmless Assignor, its agents, officers, directors, employees, subsidiaries, affiliates, parent, insurers, counsel, or assigns from and against any and all claims, loss, damage, liability, causes of actions or suits, damages, judgments, awards, costs, attorney's fees, or any and all expenses of any kind or nature arising from any claim resulting from any action taken by Assignee with respect to the Loan Documents after the date hereof.

15. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana. In case of litigation over any subject matter of this Assignment, the prevailing party shall be entitled to have all of its reasonable litigation costs including, without limitation, expenses and fees of legal counsel, court costs and the cost of appellate proceedings, paid by the other party or parties to the litigation.

16. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment.

17. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

18. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19. This Assignment constitutes the entire agreement between the parties with respect to the matters described herein.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignees have caused this instrument to be executed this 13th day of April 2018.


ASSIGNOR:

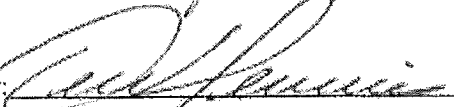
BMO HARRIS BANK N.A.

By: 
Vice President

ASSIGNEE:

MED VENTURES ACQUISITIONS, LLC

By: 
David Gens, Manager

By: 
Travis Sessions, Manager

SCHEDULE 1

A	PRINCIPAL DOCUMENTS
1.	Credit Agreement dated as of July 8, 2015 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, an BMO Harris Bank N.A., a national banking association.
2.	Pledge Agreement dated as of July 8, 2015 by and between Catheter Research, Inc., an Indiana corporation and BMO Harris Bank N.A., a national banking association.
3.	General Security Agreement dated as of July 8, 2015 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation and BMO Harris Bank N.A.
4.	Control Agreement dated July 8, 2015 among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, and BMO Harris Bank N.A., a national banking association
5.	Term Note dated July 8, 2015 by Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada
6.	Revolving Note dated July 8, 2015 by Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada
7.	Capex Note dated July 8, 2015 by Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada
8.	Multi-Currency Note dated July 8, 2015 by Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada
9.	Subordination Agreement is effective as of July 8, 2015 by BMO Harris Bank N.A., a national banking association, Catheter Research, Inc., an Indiana corporation, John Steen, CRI Employee Stock Ownership Plan Trust, a trust established pursuant to the CRI Employee Stock Ownership Plan

FIRST AMENDMENT DOCUMENTS	
A	PRINCIPAL DOCUMENTS
10.	First Amendment to Credit Agreement is effective as of September 17, 2015 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.

SECOND AMENDMENT DOCUMENTS	
A	PRINCIPAL DOCUMENTS
11.	Second Amendment to Credit Agreement is effective as of April 18, 2016 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.

THIRD AMENDMENT DOCUMENTS	
A	PRINCIPAL DOCUMENTS
12.	Third Amendment to Credit Agreement is effective as of September 1, 2016 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.
13.	Certificate of Resolutions and Incumbency effective as of September 27, 2016 of Catheter Research, Inc.
14.	Certificate of Resolutions and Incumbency effective as of September 20, 2016 of Matrix Medtech Acquisition, Inc.

THIRD AMENDMENT DOCUMENTS	
15.	Certificate of Resolutions and Incumbency effective as of September 20, 2016 of Catheter Research (CRI) Limited
16.	Certificate of Resolutions and Incumbency effective as of September 20, 2016 of Matrix Medtech Ireland Limited
17.	Certificate of Resolutions and Incumbency effective as of [] of Catheter Research S.R.L.

FOURTH AMENDMENT DOCUMENTS	
A	<i>PRINCIPAL DOCUMENTS</i>
18.	Fourth Amendment to Credit Agreement is effective as of dated as of January 18, 2017 by and among Catheter Research, Inc. an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.
19.	Certificate of Resolutions and Incumbency effective as of January 18, 2017 of Catheter Research, Inc.
20.	Certificate of Resolutions and Incumbency effective as of January 19, 2017 of Matrix Medtech Acquisition, Inc.
21.	Certificate of Resolutions and Incumbency effective as of January 19, 2017 of Catheter Research (CRI) Limited
22.	Certificate of Resolutions and Incumbency effective as of January 19, 2017 of Matrix Medtech Ireland Limited
23.	Certificate of Resolutions and Incumbency effective as of January 19, 2017 of Catheter Research S.R.L.

FIFTH AMENDMENT DOCUMENTS	
A	<i>PRINCIPAL DOCUMENTS</i>
24.	Fifth Amendment to Credit Agreement is effective as of March 14, 2017 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.
25.	Second Amended and Restated Revolving Note dated March 14, 2017 by Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada
26.	First Amendment to General Security Agreement dated as of March 14, 2017 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, to BMO Harris Bank N.A.
27.	Foreign Subsidiary Pledge Agreement dated as of March 14, 2017 by and among Catheter Research, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, and BMO Harris Bank N.A., a national banking association.
28.	Certificate and Stock Power (Catheter Research (CRI) Limited)
29.	Certificate and Stock Power (Matrix Medtech Ireland Limited)
30.	Certificate and Stock Power (Catheter Research S.R.L.)
31.	Intercreditor Agreement effective as of March 14, 2017 by and between BMO Harris Bank N.A. and Indiana Community Business Credit Corporation.
32.	Intercreditor Agreement effective as of March 14, 2017 by and between BMO Harris Bank N.A. and Cambridge Ventures, L.
33.	Letter of Credit Rider dated as of March 14, 2017 among Catheter Research, Inc., an Indiana corporation, MATRIX Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, Matrix Medtech Ireland Limited, an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A.
B	<i>ORGANIZATIONAL DOCUMENTS</i>
34.	Certificate of Resolutions and Incumbency effective as of March 14, 2017 of Catheter Research, Inc.
35.	Good Standing Certificate of Catheter Research, Inc.
36.	Certificate of Resolutions and Incumbency effective as of March 14, 2017 of Matrix Medtech Acquisition, Inc.
37.	Good Standing Certificate of Matrix Medtech Acquisition, Inc.
38.	Certificate of Resolutions and Incumbency effective as of March 14, 2017 of Catheter Research (CRI) Limited
39.	Good Standing Certificate of Catheter Research (CRI) Limited
40.	Certificate of Resolutions and Incumbency effective as of March 14, 2017 of Matrix Medtech Ireland Limited

FIFTH AMENDMENT DOCUMENTS	
41.	Good Standing Certificate of Matrix Medtech Ireland Limited
42.	Certificate of Resolutions and Incumbency effective as of March 14, 2017 of Catheter Research S.R.L.
43.	Good Standing Certificate of Catheter Research S.R.L.
C	MISCELLANEOUS
44.	UCC Financing Statement (IN) - Debtor: Catheter Research, Inc.
45.	UCC Financing Statement (DC) - Debtor: Catheter Research (CRI) Limited
46.	UCC Financing Statement (DC) - Debtor: Matrix Medtech Ireland Limited
47.	UCC Financing Statement (DC) - Debtor: Catheter Research S.R.L.
48.	Noteholder's Investment Agreement 10.0% Note dated as of March 14, 2017 by and between Catheter Research, Inc., Matrix Medtech Acquisition, Inc., Matrix Medtech Ireland Limited, Catheter Research S.R.L. and Catheter Research (CRI) Limited and Cambridge Ventures L.P.
D	LEGAL OPINIONS
49.	Opinion of Indiana counsel dated March 14, 2017

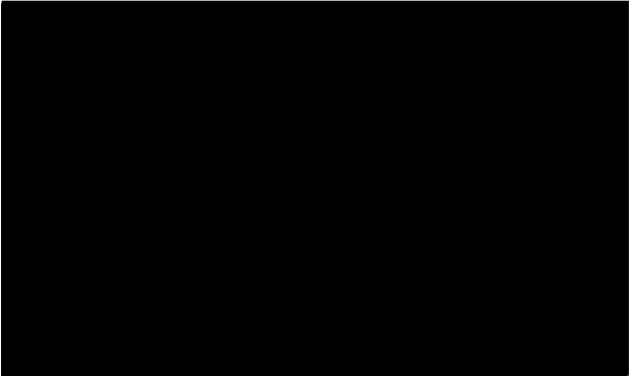
SIXTH AMENDMENT DOCUMENTS	
A	PRINCIPAL DOCUMENTS
50.	Sixth Amendment to Credit Agreement is effective as of August 15, 2017 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, CRI Medical Devices Limited (f/k/a Matrix Medtech Ireland Limited), an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.
B	ORGANIZATIONAL DOCUMENTS
51.	Certificate of Resolutions and Incumbency effective as of August 15, 2017 of Catheter Research, Inc.
52.	Good Standing Certificate of Catheter Research, Inc.
53.	Certificate of Resolutions and Incumbency effective as of August 15, 2017 of Matrix Medtech Acquisition, Inc.
54.	Good Standing Certificate of Matrix Medtech Acquisition, Inc.
55.	Certificate of Resolutions and Incumbency effective as of August 15, 2017 of Catheter Research (CRI) Limited
56.	Good Standing Certificate of Catheter Research (CRI) Limited
57.	Certificate of Resolutions and Incumbency effective as of August 15, 2017 of CRI Medical Devices Limited
58.	Good Standing Certificate of CRI Medical Devices Limited
59.	Certificate of Resolutions and Incumbency effective as of August 15, 2017 of Catheter Research S.R.L.
60.	Good Standing Certificate of Catheter Research S.R.L.
C	MISCELLANEOUS
61.	UCC-3 Financing Statement (DC) - Debtor: CRI Medical Devices Limited
62.	First Amendment to Noteholder's Investment Agreement dated as of August 15, 2017 by and among Cambridge Ventures L.P. and Catheter Research, Inc., Matrix Medtech Acquisition, Inc., CRI Medical Devices Limited, Catheter Research Sociedad de Responsabilidad Limitada and Catheter Research (CRI) Limited.
63.	Short Term Note dated August 15, 2017 by Catheter Research, Inc., an Indiana corporation; Matrix Medtech Acquisition, Inc. an Indiana corporation; Catheter Research, S.R.L, a Costa Rican Sociedad De Responsabilidad Limitada; Catheter Research (CRI) Limited, an Ireland private company and CRI Medical Devices Limited, an Ireland private company
64.	Certificate of Issuer dated August 15, 2017
65.	Certificate of Subsidiaries dated August 15, 2017
66.	UCC Lien Searches
D	LEGAL OPINIONS
67.	Opinion of Indiana counsel dated August 15, 2017

SEVENTH AMENDMENT DOCUMENTS	
A	PRINCIPAL DOCUMENTS
68.	Seventh Amendment to Credit Agreement dated as of December 5, 2017, by and among Catheter Research, Inc., an Indiana

SEVENTH AMENDMENT DOCUMENTS	
	corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private company, CRI Medical Devices Limited (f/k/a Matrix Medtech Ireland Limited), an Ireland private company, and Catheter Research S.R.L., a Costa Rican Sociedad de Responsabilidad Limitada, and BMO Harris Bank N.A., a national banking association.
B	<i>ORGANIZATIONAL DOCUMENTS</i>
69.	Certificate of Resolutions and Incumbency effective as of December 5, 2017 of Catheter Research, Inc.
70.	Certificate of Resolutions and Incumbency effective as of December 5, 2017 of Matrix Medtech Acquisition, Inc.
71.	Certificate of Resolutions and Incumbency effective as of December 5, 2017 of Catheter Research (CRI) Limited
72.	Certificate of Resolutions and Incumbency effective as of December 5, 2017 of CRI Medical Devices Limited
73.	Certificate of Resolutions and Incumbency effective as of December 5, 2017 of Catheter Research S.R.L.
C	<i>MISCELLANEOUS</i>
9.	Engagement Letter with CRO dated December 1, 2017
D	<i>LEGAL OPINIONS</i>
10.	Opinion of Indiana counsel dated December 5, 2017

SCHEDULE 2

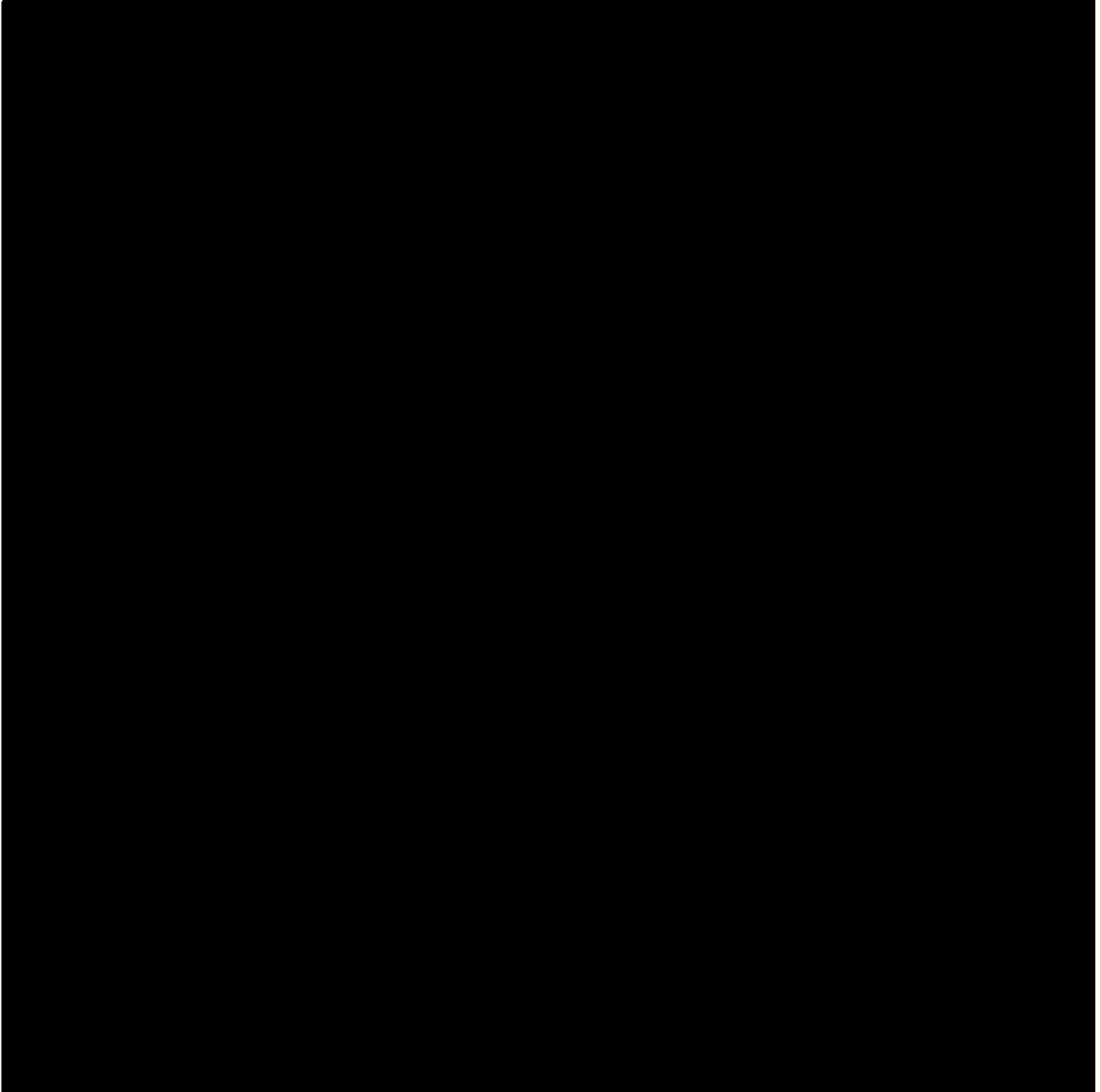
Statement of Indebtedness

	Principal	Interest
Capex Note		
Revolving Note		
Term Note		
Multi Currency Revolving Note		

SCHEDULE 3

Sales & Marketing

Due Diligence Limitations



AMENDMENT TO ASSIGNMENT OF LOAN DOCUMENTS

THIS AMENDMENT TO ASSIGNMENT OF LOAN DOCUMENTS (the "Amendment") is made and entered into as of April 20, 2018 between BMO HARRIS BANK N.A. ("Assignor") and MED VENTURES ACQUISITIONS, LLC ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Assignment of Loan Documents dated April 13, 2018 (the "Assignment"); and

B. The Assignee has requested that the Assignor make certain amendments to the Assignment, and Assignor is willing to do so under the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Assignment.

Amendment to Section 3. Section 3 of the Assignment is hereby deleted in its entirety and replaced with the following:

3. On the Closing Date, Assignee shall pay Assignor

[REDACTED] (the "Purchase Price") less the Deposit, for and in consideration of Assignor's sale and assignment of the Loan Documents, and all of the rights, benefits and privileges arising thereunder, to Assignee.

2. Except as specifically amended herein, the Assignment shall continue in full force and effect in accordance with its original terms.

3. This Amendment may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Amendment by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Indiana.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to Assignment of Loan Documents to be executed this 20th day of April 2018.

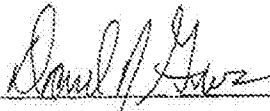
ASSIGNOR:


BMO HARRIS BANK N.A.

By: 
Mark Beutner, Vice President

ASSIGNEE:

MED VENTURES ACQUISITIONS, LLC

By: 
David Gens, Manager

By: 
Travis Sessions, Manager

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Document ID Nos.: 900536252 and 900536249

Access Codes: 9FZF6M0EAVFM18X and 0DXSRF85AR8PPDU

Marks: MILLER ADVANCE, Reg. No. 4,744,032
DRIVEN TO INNOVATE... FOCUSED ON CARE, Reg. No. 5,035,233

Assignment Examiner: Angela White

RESPONSE TO NOTICE OF NON-RECORDATION

This correspondence is being sent in response to the Notice of Non-Recordation of an Assignment Document dated March 18, 2020 with regard to recordation of an assignment against trademark registrations for MILLER ADVANCE, Reg. No. 4,744,032 and DRIVEN TO INNOVATE... FOCUSED ON CARE, Reg. No. 5,035,233 (the “Assigned Marks”). Recordation was denied based on a finding that “goodwill” was not included in the assignment. The following explains how and why “goodwill” is included in the assignment.

On July 8, 2015, Catheter Research, Inc., the registrant of the Assigned Marks (“Registrant”) entered into that certain General Security Agreement (the “Security Agreement”) with BMO Harris Bank N.A. (“BMO”), granting a security interest in and to all Collateral owned by Registrant. Section 1(e) of the Security Agreement provides that the definition of Collateral includes “General Intangibles (including Payment Intangibles and Software, patents, **trademarks**, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, **and all goodwill of the business connected therewith or represented thereby**)” (emphasis added). The Security Agreement was recorded at Reel/Frame 5573/656 for MILLER ADVANCE and at 6867/623 for DRIVEN TO INNOVATE... FOCUSED ON CARE.

On April 13, 2018, BMO assigned the security interest granted in all Collateral under the Security Agreement to Med Ventures Acquisitions, LLC (“Med Ventures”) pursuant to that certain Assignment of Loan Documents. The Assignment of Loan Documents has been submitted to record the assignment of the security interest in the Assigned Marks from BMO to Med Ventures.

On April 24, 2018, Registrant acknowledged pursuant to a letter agreement (the “April 24 Letter”) that it had defaulted on its obligations under the Security Agreement and that Med Ventures now held such security interest. Registrant further “voluntarily turn[ed] over . . . all of [Registrant’s] assets, including without limitation [Registrant’s] inventory, machinery, equipment, accounts receivable **and general intangibles**, which are subject to the lien and security interest” (emphasis added) provided in the Security Agreement. The inclusion of “general intangibles” under the April 24 Letter tracks to the definition of Collateral under the Security Agreement, which specifically included goodwill. Under the April 24 Letter, Registrant also consented to the Med Ventures exercising its remedies against the Collateral and disposing of the Collateral. The April 24 Letter has been submitted to record confirmation of the assignment of security interest to Med Ventures and Registrant’s consent to Med Ventures’ ownership of and ability to dispose of the Assigned Marks.

Also on April 24, 2018, Med Ventures sold through a private sale under §9-610 of the Uniform Commercial Code all right, title and interest in and to the Collateral described in the Security Agreement to Biomerics ATL LLC pursuant that certain Secured Party Bill of Sale and Transfer Statement (the “Bill of Sale”). The Bill of Sale was previously submitted to record the assignment of the Assigned Marks to Biomerics ATL LLC. The Bill of Sale has also been submitted to record the release of the security interest held by Med Ventures under the Assignment of Loan Documents. Recordation of the Bill of Sale is proper under 15 U.S.C. §1060(a) because the Bill of Sale transfers Collateral, as defined in the Security Agreement, which definition expressly includes the trademarks and goodwill.

Accordingly, we ask that the above-referenced documents be recorded to show (a) assignment of the security interest in the Assigned Marks from BMO to Med Ventures, and release of such security interest by Med Ventures, and (b) assignment of the Assigned Marks from Registrant to Med Ventures and then to Biomerics ATL LLC.