

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farapulse, Inc.		08/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Scientific Scimed, Inc.		
Street Address:	300 Boston Scientific Way		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	88737357	FARAPOINT	
Registration Number:	5644722	FARAPULSE	
Registration Number:	5644723	FARASTAR	
Serial Number:	87622994	FARAWAVE	
Serial Number:	88327889	FARAFLEX	
Serial Number:	87622983	FARAPILOT	
Serial Number:	87622980	FARAONE	
Registration Number:	5710746	FARADRIVE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127667000		
Email:	tcamesignature@faegredrinker.com		
Correspondent Name:	Sarah House/Kirstyn Jacobs		
Address Line 1:	90 South Seventh Street, Suite 2200		
Address Line 2:	Faegre Drinker Biddle & Reath LLP		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	432469.6187		
NAME OF SUBMITTER:	Sarah M. House		

OP \$215.00 88737357

SIGNATURE:	/Sarah M House/
DATE SIGNED:	08/25/2020
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of August 21, 2020, by and between Boston Scientific Scimed, Inc., a Delaware corporation (“**Lender**”), and Farapulse, Inc., a Delaware corporation with offices located at 3715 Haven Avenue, Suite 110, Menlo Park, CA 94025 (“**Grantor**”).

RECITALS

A. Pursuant to a Loan and Security Agreement dated as of August 21, 2020 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”) among Lender and Grantor, Lender agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”); capitalized terms used herein are used as defined in the Loan Agreement. Lender is willing to make, and to continue to make, the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (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 Lender 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender 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*”);

(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) 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;

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

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

(i) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include (i) any license or contract, in each case if the granting of a Lien in such license or contract is prohibited by or would constitute a default under the agreement governing such license or contract; and (ii) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise (but, in the case of (i), (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such license or contract, as applicable, shall automatically be subject to the security interest granted in favor of Lender hereunder and become part of the “Intellectual Property Collateral.”

This security interest is granted in conjunction with the security interest granted Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender any one or more of the rights, powers or remedies provided for

in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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).

[Signature page follows.]

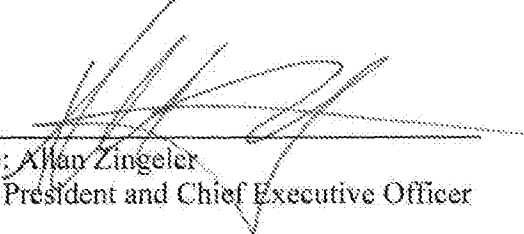
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

FARAPULSE, INC.

3715 Haven Avenue, Suite 110
Menlo Park, CA 94025

By: 
Name: Alan Zingeler
Title: President and Chief Executive Officer

LENDER:

Address of Lender:

BOSTON SCIENTIFIC SCIMED, INC.

By: _____
Name: _____
Title: _____

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:

Address of Grantor:

FARAPULSE, INC.

3715 Haven Avenue, Suite 110
Menlo Park, CA 94025


By: _____
Name: _____
Title: _____

LENDER:

Address of Lender:

BOSTON SCIENTIFIC SCIMED, INC.

300 Boston Scientific Way
Marlborough, Massachusetts 01752

By:  _____
Name: Daniel J. Brennan
Title: Vice President & CFO

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT C

Trademarks

Mark	Registration Number	Application / Serial Number	Filing Date
FARAPOINT	N/A	88737357	12/23/19
FARAPULSE	5644722	87622986	09/26/17
FARASTAR	5644723	87622990	09/26/17
FARAWAVE	N/A	87622994	09/26/17
FARAFLEX	N/A	88327889	03/06/19
FARAPILOT	N/A	87622983	09/26/17
FARAONE	N/A	87622980	09/26/17
FARADRIVE	5710746	87622975	09/26/17