

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ImThera Medical, Inc.		12/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACF FINCO I LP, as Collateral Agent		
<b>Street Address:</b>	560 White Plains Road, Suite 400		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4432822	AURA6000	
<b>Registration Number:</b>	4495532	IM	
<b>Registration Number:</b>	4498812	IM IMTHERA	
<b>Registration Number:</b>	4471214	IMTHERA	
<b>Registration Number:</b>	4590229	THN SLEEP THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	12/30/2020		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2020 (“Trademark Security Agreement”), made by IMTHERA MEDICAL, INC., a Delaware corporation, (“Grantor”), is in favor of ACF FINCO I LP, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, Grantor is party to the Guarantee and Collateral Agreement dated as of December 30, 2020 (the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent and ACF FINCO I LP, as administrative agent (in such capacity, the “Administrative Agent”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrowers thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under United States registered and applied-for Trademarks now owned or at any time hereafter acquired by Grantor, including, without limitation, each United States Trademark registration or application set forth on Schedule I hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. Notwithstanding anything in the foregoing, no security interest is granted hereunder with respect to intent-to-use trademark applications filed pursuant to Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any

provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent pursuant to this Agreement is expressly subject and subordinate to the Liens and security interests granted in favor of the Term Lenders (as defined in the Intercreditor Agreement), including Liens and security interests granted to the Term Agent pursuant to the Term Loan Documents and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Guarantee and Collateral Agreement.

Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

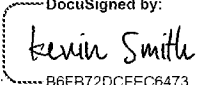
**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of This Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, Grantor has caused this **TRADEMARK SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer as of the date first above written.

**IMTHERA MEDICAL, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
Name: Kevin Smith  
Title: Chief Accounting Officer

Accepted and Agreed:

ACF FINCO I LP, as Collateral Agent

By: 

Name: *Oleh Seccipak*  
Title: Authorized Signer

[LivaNova -- Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007141 FRAME: 0584**

## TRADEMARKS

Trademark Registrations and Applications

OWNER/REGISTRANT	TRADEMARK	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE
IMTHERA MEDICAL, INC.	AURA6000	85117804	27-Aug-10	4432822	12-Nov-13
IMTHERA MEDICAL, INC.	IM AND DESIGN	85669523	5-Jul-12	4495532	11-Mar-14
IMTHERA MEDICAL, INC.	IM IMTHERA AND DESIGN	85668818	4-Jul-12	4498812	18-Mar-14
IMTHERA MEDICAL, INC.	IMTHERA	85284087	1-Apr-11	4471214	21-Jan-14
IMTHERA MEDICAL, INC.	THN SLEEP THERAPY	86062391	12-Sep-13	4590229	19-Aug-14