

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609888

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900571149
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Catheter Research, Inc.		04/24/2018	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Med Venture 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

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.

Phone: 801-328-3131

Email: tm-slc@stoel.com

Correspondent Name: Catherine Parrish Lake

Address Line 1: 201 South Main Street, Suite 1100

Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	65669/15
NAME OF SUBMITTER:	Catherine Parrish Lake
SIGNATURE:	/Catherine Parrish Lake/
DATE SIGNED:	11/19/2020

Total Attachments: 30

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GENERAL SECURITY AGREEMENT

This General Security Agreement (the "*Security Agreement*" or "*Agreement*") is dated as of July 8, 2015, between CATHETER RESEARCH, INC., an Indiana corporation, and MATRIX MEDTECH ACQUISITION, INC., an Indiana corporation (collectively, the "*Debtor*"), with its mailing address as set forth in Section 12(b) hereof, and BMO HARRIS BANK N.A., a national banking association (the "*Secured Party*"), with its mailing address as set forth in Section 12(b) hereof.

PRELIMINARY STATEMENT

A. The Debtor has requested that the Secured Party extend credit or otherwise make financial accommodations available to or for the account of the Debtor, Catheter Research (CRI) Limited, Matrix Medtech Ireland Limited and Catheter Research S.R.L.

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of the Debtor, the Secured Party requires, among other things, that the Debtor grant the Secured Party a security interest in the Debtor's personal property described herein subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the benefits accruing to the Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. Each Debtor hereby grants to the Secured Party, for the benefit of itself and as representative for the benefit of its affiliates, a lien on and security interest in, and acknowledges and agrees that the Secured Party has and shall continue to have a continuing lien on and security interest in, all right, title, and interest of the Debtor, whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following:

- (a) Accounts (including Health-Care-Insurance Receivables, if any);
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) 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);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;

(i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(j) Inventory;

(k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(l) Fixtures;

(m) Commercial Tort Claims (as described on Schedule G hereto or on one or more supplements to this Agreement);

(n) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(o) Monies, personal property, and interests in personal property of the Debtor of any kind or description now held by the Secured Party or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Party, or any agent or affiliate of the Secured Party, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;

(p) Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;


(q) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(r) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

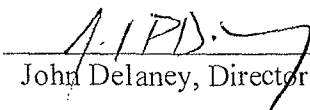
all of the foregoing being herein sometimes referred to as the "Collateral". All terms which are used in this Agreement which are defined in the Uniform Commercial Code of the State of Indiana as in effect from time to time ("UCC") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "Receivables" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

IN WITNESS WHEREOF, the Debtor has caused this General Security Agreement to be duly executed and delivered in Indianapolis, Indiana, as of the date and year first above written.

CATHETER RESEARCH, INC.

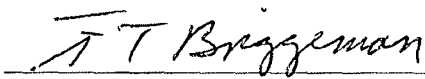
By: 
Phil Sheingold, Chief Executive Officer

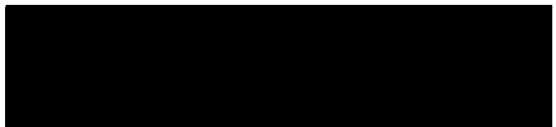
MATRIX MEDTECH ACQUISITION, INC.

By: 
John Delaney, Director

Accepted and agreed to in Indianapolis, Indiana, as of the date and year first above written.

BMO HARRIS BANK N.A.

By: 
Fred Briggeman, Vice President



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

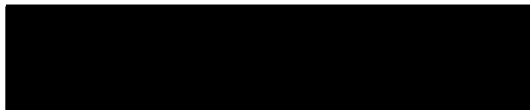
Before me, a Notary Public in and for said County and State, personally appeared Phil Sheingold, by me known and by me known to be the Chief Executive Officer of Catheter Research, Inc., who acknowledged the execution of the foregoing "General Security Agreement" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 2ND day of JULY, 2015.

Carolyn R. Dowd
Notary Public
CAROLYN R. Dowd
(Printed Signature)

My Commission Expires:
04/22/2022

My County of Residence:
HENDRICKS



SCHEDULE D

INTELLECTUAL PROPERTY RIGHTS

<u>Patents</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
Steerable Stylet	6,652,491	November 25, 2003

<u>Trademarks</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>
CRI	4,205,469	September 11, 2012
Miller Advance	4,744,032	May 26, 2015

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").

R E C I T A L S

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: _____
Mark A. ... Vice President

ASSIGNEE:

MED VENTURES ACQUISITIONS, LLC

By: _____
David Gens, Manager

By: _____
Travis Sessions, Manager

SCHEDULE 1

A	<i>PRINCIPAL DOCUMENTS</i>
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	<i>PRINCIPAL DOCUMENTS</i>
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	<i>PRINCIPAL DOCUMENTS</i>
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	<i>PRINCIPAL DOCUMENTS</i>
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, an 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	<i>MISCELLANEOUS</i>
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	<i>LEGAL OPINIONS</i>
49.	Opinion of Indiana counsel dated March 14, 2017

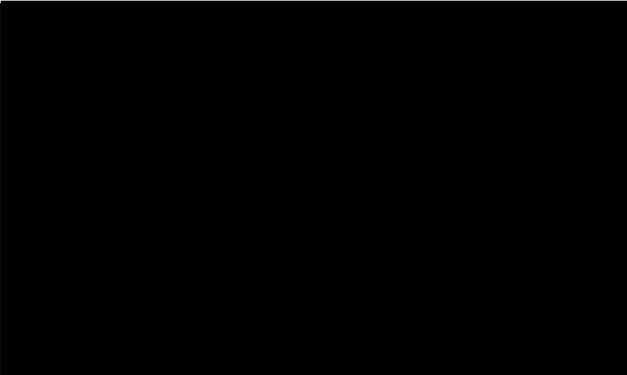
SIXTH AMENDMENT DOCUMENTS	
A	<i>PRINCIPAL DOCUMENTS</i>
50.	Sixth Amendment to Credit Agreement is effective as of August 15, 2017 by and among Catheter Research, Inc., an Indiana corporation, Matrix Medtech Acquisition, Inc., an Indiana corporation, Catheter Research (CRI) Limited, an Ireland private 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	<i>ORGANIZATIONAL DOCUMENTS</i>
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	<i>MISCELLANEOUS</i>
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	<i>LEGAL OPINIONS</i>
67.	Opinion of Indiana counsel dated August 15, 2017

SEVENTH AMENDMENT DOCUMENTS	
A	<i>PRINCIPAL DOCUMENTS</i>
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

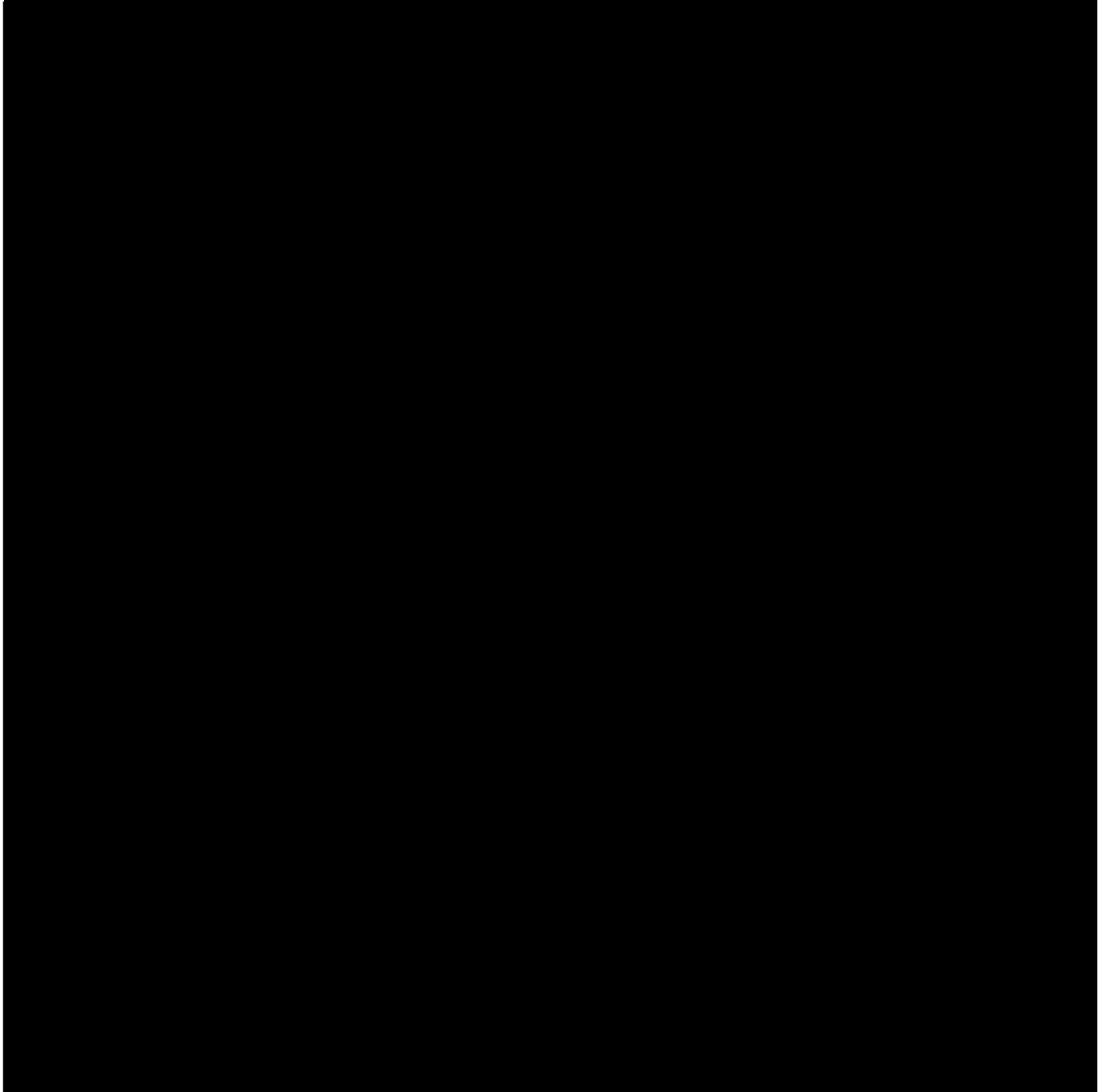
Statement of Indebtedness

	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 Amendment, 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]

[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.

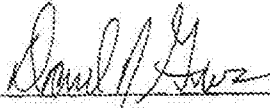
ASSIGNOR:


BMO HARRIS BANK N.A.

By: 
Mark Beutner, Vice President

ASSIGNEE:

MED VENTURES ACQUISITIONS, LLC

By: 
David Gens, Manager

By: 
Travis Sessions, Manager

April 24, 2018

VIA HAND DELIVERY

Med Venture Acquisitions, LLC, as
Successor to BMO Harris Bank, N.A.
595 South Riverwoods Parkway, Suite 400
Logan, UT 84341
Attn: Travis Sessions

RE: Disposition of Collateral Owned by Catheter Research, Inc. (the "Company")

Dear Sirs:

The Company hereby acknowledges that:

A. BMO Harris Bank, N.A. (the "**Bank**"), was the holder and owner of that certain Credit Agreement, dated July 8, 2015, between BMO Harris Bank, N.A. (as "**Lender**") and Catheter Research, Inc. ("**CRI**"), Matrix Medtech Acquisition, Inc. ("**Matrix**," and collectively with CRI, the "**U.S. Debtors**"), Catheter Research (CRI) Limited ("**CRI Limited**"), CRI Medical Devices Limited (f/k/a Matrix Medtech Ireland Limited) ("**CRI Ireland**") and Catheter Research S.R.L. ("**CRI SRL**," and collectively with CRI Limited and CRI Ireland, the "**Non-U.S Debtors**," the U.S Debtors and the Non-U.S Debtors shall be referred to collectively as, the "**Debtors**"), together with 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**") executed by one or more of the Company and delivered to the Bank;

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 related thereto or executed in conjunction therewith, the "**Loan Documents**");

D. The Bank perfected its security interest in the Company's assets pursuant to various filings and other acts of perfection;

E. The Debtors have defaulted on its obligations to the Bank and the Bank may sell any or all of its collateral through public or private sales pursuant to the Uniform Commercial Code ("**UCC**");

F. On April 13, 2018, the Bank provided the Company with notice of its intended disposition of the collateral (the "Notice of Sale" and the intended disposition as proposed, the "Secured Party Sale");

G. On April 13, 2018, the Company executed and delivered to the Bank a document by which it acknowledged receipt of the Notice of Sale, waived all future notices with respect thereto, and consented to the Secured Party Sale;

H. Pursuant to Assignment of Loan Documents dated April 13, 2018, a redacted copy of which has been provided to the Company, Med Venture Acquisitions, LLC, is the assignee and successor-in-interest to the Bank in respect of the Loan Documents and all actions taken by the Bank and the Company with respect thereto (in such capacity, the "Successor Lender").

Effective as of 11:59 p.m. (Eastern Time) on April 24, 2018, the Company, at the request of Successor Lender, voluntarily turns over to Lender, pursuant to the terms of the Loan Documents, control over substantially all of the Company's assets, including without limitation the Company's inventory, machinery, equipment, accounts receivable and general intangibles, which are subject to the lien and security interest of Lender except for those assets described on Exhibit A hereto (the "Collateral"), wherever located.

Borrower acknowledges and agrees as follows:


- (i) Company is in default under the terms and conditions of the Loan Documents;
- (ii) Successor Lender has, upon filing of the appropriate Uniform Commercial Code amendment to financing statement, a first perfected security interest in and to all of the Collateral. Company has good title to the Collateral, and but for Successor Lender's security interest, there are no other liens on the Collateral except for those identified in the Notice of Sale and those held by Great American Financial Services;
- (iii) The Company does not object to the Successor Lender proceeding with the implementation of the default and remedy provisions of the Loan Documents including, but not limited to, disposing of the Collateral pursuant to and in accordance with the terms and conditions of the Uniform Commercial Code, as enacted and as amended in the State of Indiana, except to the extent the laws of the State of Indiana are inconsistent with respect to such disposition and, then in such event, pursuant to and in accordance with the terms and conditions of the UCC, as enacted and amended in the state where the Collateral is located and to apply the proceeds thereof to Company's obligations to Successor Lender under the Loan Documents;

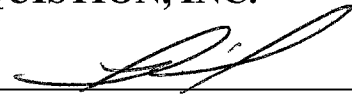
(v) Debtors hereby voluntarily waive any and all rights to notice of the disposition of the Collateral.

Very truly yours,

CATHETER RESEARCH, INC.

**MATRIX MEDTECH
ACQUISITION, INC.**

By 

By 

Printed PAUL SHEEHY


Printed PAUL SHEEHY

Title PRESIDENT/CEO

Title DIRECTOR

ACKNOWLEDGED AND AGREED:

**CATHETER RESEARCH (CRI)
LIMITED**

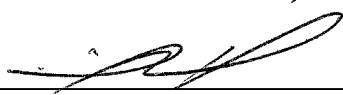
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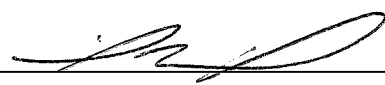
Printed PAUL SHEEHY

Title DIRECTOR

**CRI MEDICAL DEVICES LIMITED
(F/K/A MATRIX MEDTECH
IRELAND LIMITED)**

CATHETER RESEARCH S.R.L.

By 

By 

Printed PAUL SHEEHY

Printed PAUL SHEEHY

Title DIRECTOR

Title DIRECTOR

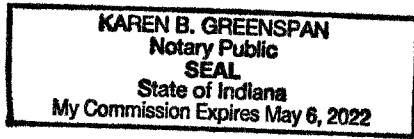
STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Personally appeared before me, a Notary Public in and for said County and State, Phillip Sheingold, the President of CATHETER RESEARCH, INC., known to me as the person named herein, who stated to me that he has read the foregoing and that the facts and representations contained therein, are true and correct to the best of his knowledge and belief, and he further acknowledges the execution of the foregoing as his free and voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, this 24th day of April, 2018.

My Commission Expires:
May 6, 2022
My County of Residence:
Hendricks

Karen B. Greenspan
Notary
KAREN B. GREENSPAN.
Printed



STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Personally appeared before me, a Notary Public in and for said County and State, Phillip Sheingold, the President of MATRIX MEDTECH ACQUISTION, INC., known to me as the person named herein, who stated to me that he has read the foregoing and that the facts and representations contained therein, are true and correct to the best of his knowledge and belief, and he further acknowledges the execution of the foregoing as his free and voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, this 24th day of April, 2018.

My Commission Expires:
May 6, 2022
My County of Residence:
Hendricks

Karen B. Greenspan
Notary
KAREN B. GREENSPAN
Printed

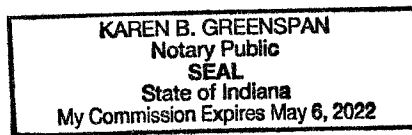


EXHIBIT A

EXCLUDED ASSETS

Notwithstanding anything to the contrary contained in this Agreement or the Secured Party Bill of Sale and Transfer Statement, the Assets shall not include all or any of the Company's right, title and interest in the following (collectively, the "Excluded Assets"):

(a) records of the Company's corporate existence, including the Company's minute book, stock ledger and stock record book, but not including any records of that portion of the Business relating directly or indirectly to the Assets;

(b) any records which the Company is required by law to retain in its possession (as to which records the Seller or the Company shall provide copies to Buyer at or prior to the Closing) and any records related exclusively to any Excluded Asset or excluded liability;

(c) any and all claims, prepayments, refunds, tax refunds and similar tax credits, rebates, causes of action, rights of recovery, rights of setoff and rights of recoupment relating exclusively to Excluded Assets or any excluded liability;

(d) all insurance policies and rights to returns of premiums relating to such policies;

(e) all tax returns;

(f) Assets of Matrix Medtech Acquisition, Inc., an Indiana corporation;

(g) Assets of Catheter Research (CRI) Limited, an Ireland SUNle Member Private Company and CRI Medical Devices Limited (f/k/a Matrix Medtech Ireland Limited), an Indiana Single Member Private Company;

(h) Assets of Catheter Research S.R.L.

(i) Except for those interests transferred pursuant to that Equity Transfer Agreement between Catheter Research, Inc. and Buyer of even date herewith, Catheter Research, Inc.'s equity interests in its affiliates; and

(j) all rights of Seller or the Company pursuant to this Agreement, or any related document.

SECURED PARTY BILL OF SALE AND TRANSFER STATEMENT

THIS SECURED PARTY BILL OF SALE AND TRANSFER STATEMENT is hereby made this 24th day of April, 2018.

RECITALS:

WHEREAS, MED VENTURE ACQUISITIONS, LLC, a Utah limited liability company (the "Secured Party"), as assignee and successor-in-interest to BMO HARRIS BANK N.A., a national banking association (the "Bank"), pursuant to that certain General Security Agreement (the "Security Agreement") dated as of July 8, 2015, as amended with CATHETER RESEARCH, INC., an Indiana corporation (the "Borrower"), by which the Borrower granted the Secured Party a security interest in all of the business assets of Borrower (the "Collateral") as security for the payment and performance of certain obligations (the "Obligations") described in the above-referenced Security Agreement;¹

WHEREAS, the Borrower is in default of its Obligations to the Secured Party, and the Secured Party has elected to exercise its rights and remedies with respect to the Collateral, including disposing of the Collateral constituting the "Secured Assets" (as defined in the Asset Purchase Agreement referred to below) pursuant to § 9-610 of the Uniform Commercial Code (as enacted in all applicable jurisdictions, the "UCC");

WHEREAS, the Secured Party has agreed to transfer all rights, title and interest in, under and to the Secured Assets to BIOMERICS ATL LLC, a Utah limited liability company (the "Transferee") in connection with the closing of that certain Asset Purchase Agreement executed between Secured Party, as Seller, and Transferee, as Buyer;

WHEREAS, Transferee desires to acquire all rights, title and interests in, under and to the Secured Assets on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to UCC § 9-610, the Secured Party hereby sells, transfers, conveys and assigns to Transferee, all rights, title and interests in, under and to the Secured Assets free and clear of all liens and security interests.

This Secured Party Bill of Sale and Transfer Statement has been issued following a private sale held pursuant to Section 9-610 of the UCC and is intended to constitute a Transfer Statement within the meaning of Section 9-619 of the UCC. Borrower has defaulted in connection with obligations secured by the above-referenced Secured Assets, the Secured Party has a valid and enforceable security interest in the Secured Assets and has exercised its

¹ Unless otherwise indicated, all capitalized terms have the meanings ascribed thereto in the Security Agreement (described herein).

post-default remedies with respect to the Secured Assets, and, by reason of the exercise, the Transferee has acquired rights in the Collateral.

Except as expressly set forth in the Asset Purchase Agreement, the Secured Assets are being conveyed on an "AS IS", "WHERE IS" basis and without recourse to, or representation or warranty from, the Secured Party, including, without limitation, any warranty of merchantability, fitness of the goods for any particular purpose or use, condition, character, quality, durability, capability, suitability, validity, regularity, value, collectibility, title or description, and with all faults (whether known or unknown), including, without limitation, latent and patent defects.

This Secured Party Bill of Sale and Transfer Statement does not convey, and the Transferee shall not assume, directly or indirectly, any liabilities or obligations of the Borrower of any kind whatsoever and, except as expressly set forth in the Asset Purchase Agreement, all of such liabilities and obligations are hereby disclaimed by the Transferee absolutely.

This Transfer Statement is governed by the internal laws of the State of Indiana.

The addresses of the Borrower, Secured Party and Transferee are:

Borrower:

Catheter Research, Inc.
6102 Victory Way,
Indianapolis, IN 46278
Attn: Philip Shiengold

Secured Party:

Biomerics ATL, LLC
2700 South 900 West, Suite D
Salt Lake City, Utah 84119
Attn: David Gens

Transferee:

Med Venture Acquisitions,
LLC
595 South Riverwoods
Parkway, Suite 400
Logan, UT 84341
Attn: Travis Sessions

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered as of the date first set forth above.

MED VENTURE ACQUISITIONS, LLC

By: 
Its: Manager

Accepted and Agreed:

BIOMERICS ATL, LLC

By: 
Its: Manager

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 Amendment, 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 a [REDACTED] [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.

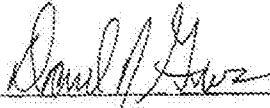
ASSIGNOR:


BMO HARRIS BANK N.A.

By: 
Mark Beutner, Vice President

ASSIGNEE:

MED VENTURES ACQUISITIONS, LLC

By: 
David Gens, Manager

By: 
Travis Sessions, Manager