

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLOWONIX MEDICAL INCORPORATED		02/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4882959	FAV	
Registration Number:	4227126	FLOWONIX	
Registration Number:	2971195	FLUENT	
Registration Number:	3661678	IMPLANTING CONFIDENCE	
Registration Number:	3247885	PROMETRA	
Registration Number:	5161637	PTC	
Serial Number:	87703460	FLOWONIX MAESTRO	
Serial Number:	87657325	ONTARGET	
Serial Number:	87947759	PROVIEW	
Serial Number:	87657332	SUREFILL TECHNOLOGY	
Serial Number:	87657662	ZERO-RATE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$290.00 4882959

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1327543 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 02/12/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 12, 2021 by and between **SILICON VALLEY BANK**, a California corporation, ("Bank") and **FLOWONIX MEDICAL INCORPORATED**, a Delaware corporation with its principal place of business located at 500 International Drive, Suite 200, Mt. Olive, New Jersey 07828 ("Grantor").

RECITALS

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

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

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

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

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

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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

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

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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:

FLOWONIX MEDICAL INCORPORATED

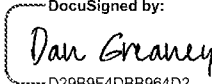
By:  _____
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Name: Louis Altieri

Title: CFO, Treasurer and Secretary

BANK:

SILICON VALLEY BANK

By:  _____
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Name: Dan Greaney

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Two-Way Accumulator Programmable Valve Pump	8,273,058	25-Sep-2012
Two Way Accumulator Programmable Valve Pump	8,696,627	15-Apr-2014
Connector for Catheter Attachment to an Implantable Pump	PCT/US03/20600	26-Jun-2003
Implantable Pump Connector for Catheter Attachment	7,452,354	18-Nov-2008
Implantable Pump Connector for Catheter Attachment	7,927,325	19-Apr-2011
Methods and Systems for Providing Metered Doses of a Compound to an Individual	PCT/US10/40299	29-Jun-2010
Methods and Systems for Providing Metered Doses of a Compound to an Individual	9,125,982	08-Sep-2015
Multiple Reservoir Implantable Drug Infusion Device and Method	PCT/US09/00491	26-Jan-2009
Multiple Reservoir Implantable Drug Infusion Device and Method	8,551,044	08-Oct-2013
Multiple Reservoir Implantable Drug Infusion Device and Method	8,545,477	01-Oct-2013
MRI Compatible Programmable Valve Pump	PCT/US09/49997	09-Jul-2009
MRI Compatible Programmable Valve Pump	7,828,792	09-Nov-2010
Implantable Refillable Infusion Device and Septum Replacement Kit	PCT/US01/00846	11-Jan-2001
Implantable Refillable Infusion Device	6,764,472	20-Jul-2004
Implantable, Refillable Infusion Device and Septum Replacement Kit	7,108,686	19-Sep-2006
Accumulator for Implantable Pump	5,281,210	25-Jan-1994
Power Supply for Implantable Pump Device	5,810,015	22-Sep-1998
Power Supply for Implantable Pump Device	5,954,058	21-Sep-1999
Low Power Electromagnetic Valve	5,368,274	29-Nov-1994
Septumless Implantable Treatment Material Device	5,702,363	30-Dec-1997
Septumless Implantable Treatment Material Device	5,840,063	24-Nov-1998

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Implantable Drug Delivery System Having Periodic Drug Delivery Regimen to Avoid Granulomas	9,180,282	10-Nov-2015
Flow Actuated Valve for Implantable Drug Delivery Device	10,173,004	08-Jan-2019
Flow Actuated Valve for Implantable Drug Delivery Device	61/750,111	08-Jan-2013
Needle Penetration Detection Method and Device for Refillable and Implantable Drug Delivery Systems	14/171,840	04-Feb-2014
Needle Penetration Detection Method and Device for Refillable and Implantable Drug Delivery Systems	61/763,277	11-Feb-2013
Implantable Drug Delivery Device With Flow Measuring Capabilities	9,700,669	11-Jul-2017
Patient Programmer for Implantable Drug Delivery Device	10,010,670	03-Jul-2018
Patient Programmer for Implantable Drug Delivery Device	9,968,734	15-May-2018
Patient Programmer for Implantable Drug Delivery Device	16/000,997	06-Jun-2018
Implantable Drug Delivery Device With Flow Measuring Capabilities	62/148,431	16-Apr-2015
Implantable Drug Delivery Device with Flow Measurement Capabilities	15/098,663	14-Apr-2016
Implantable Drug Delivery Device with Flow Measurement Capabilities	16/039,964	19-Jul-2018
Implantable Drug Delivery Device with Flow Measurement Capabilities	16/592,972	04-Oct-2019
Implantable Drug Delivery Device with Flow Measurement Capabilities	62/148,457	16-Apr-2015
Two-Stage Locking Catheter Spice Assembly	15/934,232	23-Mar-2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FAV	Ser. No.: 86/490,191 Reg. No.: 4,882,959	Filing: Dec. 24, 2014 Reg.: Jan. 5, 2016
FLOWONIX	Ser. No.: 85/382,401 Reg. No.: 4,227,126	Filing: Jul. 27, 2011 Reg.: Oct. 16, 2012
FLOWONIX MAESTRO	Ser. No.: 87/703,460	Filing: Nov. 30, 2017
FLUENT	Ser. No.: 76/307,114 Reg. No.: 2,971,195	Filing: Aug. 31, 2001 Reg.: July 19, 2005
IMPLANTING CONFIDENCE	Ser. No.: 77/410,879 Reg. No.: 3,661,678	Filing: March 3, 2008 Reg.: July 28, 2009
OnTarget	Ser. No.: 87/657,325	Filing: Oct. 24, 2017
PROMETRA	Ser. No.: 76/413,639 Reg. No.: 3,247,885	Filing: May 30, 2002 Reg.: May 29, 2007
ProView	Ser. No.: 87/947,759	Filing: June 4, 2018
PTC	Ser. No.: 86/526,799 Reg. No.: 5,161,637	Filing: Feb. 6, 2015 Reg.: March 14, 2017
SureFill Technology	Ser. No.: 87/657,332	Filing: Oct. 24, 2017
Zero-Rate Technology	Ser. No.: 87/657,662	Filing: Oct. 24, 2017

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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