

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIVASCULAR, INC.		03/30/2021	Corporation: CALIFORNIA
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: 7			
Property Type	Number	Word Mark	
Registration Number:	4732342	CUSTOMSEAL	
Registration Number:	4440468	OVATION	
Registration Number:	5195890	OVATION ALTO	
Registration Number:	4452625	OVATION PRIME	
Registration Number:	4449077	OVATION PRIME ABDOMINAL STENT GRAFT SYST	
Registration Number:	2867015	TRIVASCULAR	
Registration Number:	4395789	T R I V A S C U L A R	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1350024 TRIVASCULAR TM		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		

OP \$190.00 4732342

DATE SIGNED:	04/01/2021
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 30, 2021, by and between SILICON VALLEY BANK, a California corporation (“Bank”) and TRIVASCULAR, INC., a California corporation, with its principal place of business located at 3910 Brickway Blvd., Santa Rosa, CA 95403 (“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 among Bank, Grantor, ENDOLOGIX LLC, a Delaware limited liability company, NELLIX, INC., a Delaware corporation, and ENDOLOGIX HOLDINGS, LLC, a Delaware limited liability company 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 (a) 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, or (b) any property to the extent that such grant of security interest is prohibited by any Requirement of Law of a Governmental Authority or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document providing for such prohibition,

breach, default or termination or requiring such consent is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such Requirement of Law is not effective or applicable, or such prohibition, breach, default or termination is no longer applicable or is waived, and to the extent severable, shall attach immediately to any portion of the Collateral that does not result in such consequences.

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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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.

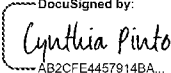
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

TRIVASCULAR, INC.

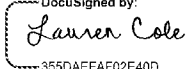
By:  AB2CFE4457914BA...

Name: Cynthia Pinto

Title: Secretary

BANK:

SILICON VALLEY BANK

By:  355DAEFAF02E40D...

Name: Lauren Cole

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Title	Application/Patent No.	Application/Grant Date
VIRTUAL PROTOTYPING AND TESTING FOR MEDICAL DEVICE DEVELOPMENT	7840393	11/23/2010
DELIVERY SYSTEM AND METHOD FOR EXPANDABLE INTRACORPOREAL DEVICE	6602280	8/5/2003
DELIVERY SYSTEM AND METHOD FOR BIFURCATED ENDOVASCULAR GRAFT	6761733	7/13/2004
METHOD FOR MANUFACTURING AN ENDOVASCULAR GRAFT SECTION	7125464	10/24/2006
RADIALLY EXPANDABLE STENT	7147661	12/12/2006
METHOD AND APPARATUS FOR SHAPE FORMING ENDOVASCULAR GRAFT MATERIAL	6776604	8/17/2004
ENDOVASCULAR GRAFT JOINT AND METHOD FOR MANUFACTURE	7090693	8/15/2006
ADVANCED ENDOVASCULAR GRAFT	7147660	12/12/2006
KINK RESISTANT ENDOVASCULAR GRAFT	7150758	12/19/2006
INFLATABLE IMPLANT	7632291	12/15/2009
PASSIVE HEMOSTATIC SHEATH VALVE	7241276	7/10/2007
INFLATABLE POROUS IMPLANTS AND METHODS FOR DRUG DELIVERY	7803178	9/28/2010
METHOD AND APPARATUS FOR SHAPE FORMING ENDOVASCULAR GRAFT MATERIAL	7147455	12/12/2006
PASSIVE HEMOSTATIC SHEATH VALVE	7901379	3/8/2011
ADVANCED ENDOVASCULAR GRAFT	7766954	8/3/2010
CONSTANT FORCE MATERIAL DELIVERY SYSTEM AND METHOD	7708163	5/4/2010
ENDOVASCULAR GRAFT JOINT AND METHOD FOR MANUFACTURE	8348989	1/8/2013
DUAL CHAMBER CUFF STRUCTURE	8216297	7/10/2012
METHOD FOR MANUFACTURING AN ENDOVASCULAR GRAFT SECTION	7678217	3/16/2010
SYSTEM AND METHOD OF PIVOTED STENT DEPLOYMENT	8066755	11/29/2011
STENT AND DELIVERY SYSTEM FOR DEPLOYMENT THEREOF	8226701	7/24/2012
ASYMMETRIC STENT APPARATUS AND METHOD	8663309	3/4/2014

ENDOVASCULAR GRAFT JOINT AND METHOD FOR MANUFACTURE	7682475	3/23/2010
DELIVERY SYSTEM AND METHOD FOR BIFURCATED GRAFT	8328861	12/11/2012
SECUREMENT ASSEMBLY AND METHOD FOR EXPANDABLE ENDOVASCULAR DEVICE	8083789	12/27/2011
MODULAR VASCULAR GRAFT FOR LOW PROFILE PERCUTANEOUS DELIVERY	10159557	12/25/2018
ADVANCED ENDOVASCULAR GRAFT	8709065	4/29/2014
ADVANCED ENDOVASCULAR GRAFT DELIVERY SYSTEM AND METHOD OF TREATMENT	8900288	12/2/2014
INFLATABLE IMPLANT	10201350	2/12/2019
APPARATUS FOR MANUFACTURING AN ENDOVASCULAR GRAFT SECTION	8783316	7/22/2014
CONSTANT FORCE MATERIAL DELIVERY SYSTEM AND METHOD	7971751	7/5/2011
ENDOVASCULAR GRAFT JOINT AND METHOD FOR MANUFACTURE	9050754	6/9/2015
INFLATABLE POROUS IMPLANTS AND METHODS FOR DRUG DELIVERY	8267989	9/18/2012
PTFE LAYERS AND METHODS OF MANUFACTURING	8840824	9/23/2014
PTFE LAYERS AND METHODS OF MANUFACTURING	8728372	5/20/2014
NON-DEGRADABLE, LOW SWELLING, WATER SOLUBLE RADIOPAQUE HYDROGEL POLYMER	9308301	4/12/2016
BARBED RADIALY EXPANDABLE STENT	8167927	5/1/2012
ENDOVASCULAR GRAFT AND METHOD OF DELIVERY	8241346	8/14/2012
METHOD OF DELIVERING ADVANCED ENDOVASCULAR GRAFT AND SYSTEM	8864814	10/21/2014
IN VITRO TESTING OF ENDOVASCULAR DEVICE	8978448	3/17/2015
FENESTRATED INFLATABLE GRAFT	9144486	9/29/2015
DURABLE STENT GRAFT WITH TAPERED STRUTS AND STABLE DELIVERY METHODS AND DEVICES	8992595	3/31/2015
LOW PROFILE STENT GRAFT AND DELIVERY SYSTEM	9192462	11/24/2015
ADVANCED KINK RESISTANT STENT GRAFT	9993328	6/12/2018
ENDOVASCULAR DELIVERY SYSTEM WITH AN IMPROVED RADIOPAQUE MARKER SCHEME	9233015	1/12/2016
ENDOVASCULAR DELIVERY SYSTEM WITH FLEXIBLE AND TORQUEABLE HYPOTUBE	9066828	6/30/2015

BIFURCATED ENDOVASCULAR PROSTHESIS HAVING TETHERED CONTRALATERAL LEG	9132025	9/15/2015
DELIVERY CATHETER FOR ENDOVASCULAR DEVICE	9498363	11/22/2016
ENDOVASCULAR GRAFT FOR ANEURYSMS INVOLVING MAJOR BRANCH VESSELS	9724186	8/8/2017
PTFE LAYERS AND METHODS OF MANUFACTURING	9446553	9/20/2016
SYSTEMS AND METHODS FOR GUIDEWIRE CROSSOVER FOR BIFURCATED PROSTHESES	9655754	5/23/2017
SYSTEM AND METHOD OF PIVOTED STENT DEPLOYMENT	9713523	7/25/2017
PTFE LAYERS AND METHODS OF MANUFACTURING	9549829	1/24/2017
ENDOLEAK ISOLATION SLEEVES AND METHODS OF USE	14/481834	9/9/2014
TANDEM MODULAR ENDOGRAFT	14/492674	9/22/2014
DURABLE STENT GRAFT WITH TAPERED STRUTS AND STABLE DELIVERY METHODS AND DEVICES	14/615337	2/5/2015
ADVANCED ENDOVASCULAR GRAFT AND DELIVERY SYSTEM	10799377	10/13/2020
INFLATABLE OCCLUSION WIRE-BALLOON FOR AORTIC APPLICATIONS	14/643217	3/10/2015
ENDOVASCULAR GRAFT JOINT AND METHOD FOR MANUFACTURE	9351858	5/31/2016
ADVANCED ENDOVASCULAR GRAFT	9788934	10/17/2017
BIFURCATED ENDOVASCULAR PROSTHESIS HAVING TETHERED CONTRALATERAL LEG	9585774	3/7/2017
STENT GRAFT DELIVERY SYSTEM WITH ACCESS CONDUIT	10849774	12/1/2020
LOW PROFILE STENT AND DELIVERY SYSTEM	9463101	10/11/2016
INTERNAL ILIAC PRESERVATION DEVICES AND METHODS	9956101	5/1/2018
ENDOVASCULAR DELIVERY SYSTEM WITH AN IMPROVED RADIOPAQUE MARKER SCHEME	10034787	7/31/2018
NON-DEGRADABLE, LOW SWELLING, WATER SOLUBLE RADIOPAQUE HYDROGEL POLYMER	15/068415	3/11/2016
PTFE LAYERS AND METHODS OF MANUFACTURING	10864070	12/15/2020
Low Profile Stent Graft and Delivery System	9987123	6/5/2018
DELIVERY CATHETER FOR ENDOVASCULAR DEVICE	10918507	2/16/2021
BIFURCATED ENDOVASCULAR PROSTHESIS HAVING TETHERED CONTRALATERAL LEG	10195060	2/5/2019

SYSTEMS AND METHODS FOR GUIDEWIRE CROSSOVER FOR BIFURCATED PROSTHESES	15/491074	4/19/2017
STENT-GRAFT WITH IMPROVED FLEXIBILITY	15/568834	5/11/2016
BALLOON ASSISTED ENDOLUMINAL PROSTHESIS DEPLOYMENT	10583020	3/10/2020
ENDOVASCULAR GRAFT FOR ANEURYSMS INVOLVING MAJOR BRANCH VESSELS	15/638559	6/30/2017
ADVANCED ENDOVASCULAR GRAFT	10470871	11/12/2019
ENDOLUMINAL PROSTHESIS DEPLOYMENT DEVICES AND METHODS	10695206	6/30/2020
INTERNAL ILIAC PRESERVATION DEVICES AND METHODS	15/965649	4/27/2018
LOW PROFILE STENT GRAFT AND DELIVERY SYSTEM	15/985572	5/21/2018
ADVANCED KINK-RESISTANT STENT GRAFT	16/005269	6/11/2018
ENDOVASCULAR DELIVERY SYSTEM WITH AN IMPROVED RADIOPAQUE MARKER SCHEME	16/049560	7/30/2018
MODULAR VASCULAR GRAFT FOR LOW PROFILE PERCUTANEOUS DELIVERY	10682222	6/16/2020
BIFURCATED ENDOVASCULAR PROSTHESIS HAVING TETHERED CONTRALATERAL LEG	16/267264	2/4/2019
INFLATABLE IMPLANT	16/273008	2/11/2019
ADVANCED ENDOVASCULAR GRAFT	16/680779	11/12/2019
BALLOON ASSISTED ENDOLUMINAL PROSTHESIS DEPLOYMENT	16/812017	3/6/2020
MODULAR VASCULAR GRAFT FOR LOW PROFILE PERCUTANEOUS DELIVERY	16/902155	6/15/2020
ENDOLUMINAL PROSTHESIS DEPLOYMENT DEVICES AND METHODS	16/915390	6/29/2020
ADVANCED ENDOVASCULAR GRAFT AND DELIVERY SYSTEM	17/066314	10/8/2020
STENT GRAFT DELIVERY SYSTEM WITH ACCESS CONDUIT	17/105132	11/25/2020
PTFE LAYERS AND METHODS OF MANUFACTURING	17/115658	12/8/2020
DELIVERY CATHETER FOR ENDOVASCULAR DEVICE	17/175235	2/12/2021
DELIVERY SYSTEM AND METHOD FOR ENDOVASCULAR GRAFT	6733521	5/11/2004
ENDOVASCULAR GRAFT	6395019	5/28/2002
DELIVERY SYSTEM AND METHOD FOR EXPANDABLE INTRACORPOREAL DEVICE	7338518	3/4/2008

EXHIBIT C

Trademarks


<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CUSTOMSEAL	4732342	05/05/2015
OVATION	4440468	11/26/2013
OVATION ALTO	5195890	05/02/2017
OVATION PRIME	4452625	12/17/2013
OVATION PRIME ABDOMINAL STENT GRAFT SYSTEM	4449077	12/10/2013
TRIVASCULAR	2867015	07/27/2004
	4395789	09/03/2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

ny-2077739