

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIFOCUS INC.		04/30/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ASSET PROFITS LIMITED		
Street Address:	Wickhams Cay II		
Internal Address:	Vistra Corporate Service Centre		
City:	Road Town Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Postal Code:	VG1110		
Entity Type:	Limited Liability Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5966214	TUTD	
Registration Number:	3055964	PROLIEVE	
CORRESPONDENCE DATA			
Fax Number:	8047751061		
<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:	8047751846		
Email:	smartinez@mcguirewoods.com		
Correspondent Name:	Stephanie Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	06/11/2021		
Total Attachments: 7			
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page1.tif			
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page2.tif			
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page3.tif			
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page4.tif			

OP \$65.00 5966214

source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page5.tif
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page6.tif
source=Active_145025796_1_Asset Profits Limited_Medifocus - IP Securty Agreement executed#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of April 30, 2021 (the “Effective Date”) by and between **ASSET PROFITS LIMITED**, a company incorporated with limited liability in the British Virgin Islands (“Lender”) and **MEDIFOCUS INC.**, a company incorporated in Ontario, Canada (“Grantor”).

RECITALS

A. Lender has made or agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in (i) The Loan Agreement made effective May 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, “Loan Agreement A”), (ii) The Loan Agreement made effective August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, “Loan Agreement B”), and (iii) The Loan Agreement made effective October 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, “Loan Agreement C”) and together with Loan Agreement A and Loan Agreement B, collectively the “Loan Agreement”); capitalized terms used herein are used as defined in the Security Agreement (as defined below). Lender is willing to continue to provide financial accommodations, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor’s Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof (the “Security Agreement”), Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement). The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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

AGREEMENT

1. To further evidence the security interest granted under the Security Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” Trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a

security interest in such “intent-to-use” Trademarks would be contrary to applicable law.

2. Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all Copyrights, software, computer programs, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all Trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all Patents and Patent applications owned or controlled by Grantor.

3. Grantor shall not, hereafter, register any software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to the Lender identifying the software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantor, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; 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.

Address of Grantor:

130 Adelaide Street West, Suite 906
Toronto, Ontario M5H 3P5
Attention: Raymond Tong
Phone Number: +852 9104 8191
Email: rtong@asia-hmi.com

GRANTOR:

MEDIFOCUS INC.

By: 
Name: Raymond Tong
Title: Director

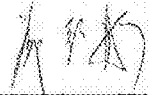
Address of Lender:

Vistra Corporate Service Centre
Wickhams Cay II
Road Town Tortola, VG1110
British Virgin Islands

Attention: Michael Cheng
Phone Number: + 852 29602325
Email: mcheng.pacificlifesc@gmail.com

LENDER:

ASSET PROFITS LIMITED

By: 
Name: Michael Cheng
Title: Authorized Representative

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 007323 FRAME: 0898

SCHEDULE A

COPYRIGHTS

Title	Reg. No.	Reg. Date
None		

SCHEDULE B

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
TUTD	5966214	1/21/2020	88505852	7/9/2019
PROLIEVE	3055964	1/31/2006	76563240	12/4/2003

SCHEDULE C

PATENTS

Patent Title	Patent No.	Reg. Date	Filing Date
INDUCTION HEATING FOR THE DELIVERY OF THERMAL THERAPY	6895282	5/17/2005	10/4/2002
ADJUSTABLE PROFILE PROBE	8123705	4/26/2007	10/6/2005
APPARATUS FOR TREATMENT OF TISSUE ADJACENT A BODILY CONDUIT WITH A GENE OR DRUG-COATED COMPRESSION BALLOON	7837720	11/23/2010	5/13/2003
DEVICE AND METHOD FOR TREATMENT OF TISSUE ADJACENT A BODILY CONDUIT BY THERMOCOMPRESSSION	6958075	3/20/2003	9/18/2001
DEVICE FOR TREATMENT OF TISSUE ADJACENT A BODILY CONDUIT BY THERMOCOMPRESSSION	7811313	10/12/2010	6/30/2004
DEVICE AND METHOD FOR TREATMENT OF TISSUE ADJACENT A BODILY CONDUIT BY THERMOCOMPRESSSION	8221413	7/17/2012	6/30/2004
DRUG DELIVERY	8224455	7/17/2012	10/12/2010
METHOD AND APPARATUS TREATING TISSUE ADJACENT A BODILY CONDUIT WITH THERMOCOMPRESSSION AND DRUGS	7833220	11/16/2010	5/13/2005
INDUCTION HEATING FOR THE DELIVERY OF THERMAL THERAPY	8412346	4/2/2013	2/14/2012
INDUCTION HEATING FOR THE DELIVERY OF THERMAL THERAPY	8140169	3/20/2012	4/5/2005
THERMAL MONITORING	8414501	4/9/2013	12/23/2008
THERMAL MONITORING	8409110	4/2/2013	9/26/2008
PRE-CONDITIONING/FIXATION FOR DISEASE TREATMENT HEAT ACTIVATION/RELEASE WITH THERMO-	8476242	7/2/2013	9/27/2006

Patent Title	Patent No.	Reg. Date	Filing Date
ACTIVATED DRUGS AND GENE PRODUCTS			
APPARATUS AND METHOD FOR PRE-CONDITIONING/FIXATION AND TREATMENT OF DISEASE WITH HEAT ACTIVATION/RELEASE WITH THERMOACTIVATED DRUGS AND GENE PRODUCTS	8765116	7/1/2014	11/17/2005
Drug Delivery	8374702	2/12/2013	6/14/2012