

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679938

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MINERVA SURGICAL, INC.		10/08/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	199 BAY SREET, 4TH FLOOR		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5477032	MINERVA ES	
<b>Registration Number:</b>	4841125	MINERVA	
<b>Registration Number:</b>	4739444	SYMPHION	
<b>Registration Number:</b>	4084429	GENESYS HTA	
<b>Registration Number:</b>	3986140	GENESYS HTA PROCERVA	
<b>Serial Number:</b>	90283635	PLASMASENSE	
<b>Serial Number:</b>	90295783	MINERVA THE UTERINE HEALTH COMPANY	
<b>Serial Number:</b>	90295470	MINERVA THE UTERINE HEALTH COMPANY	
<b>Serial Number:</b>	90295436	THE UTERINE HEALTH COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508497400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6508435780		
<b>Email:</b>	KCERON@COOLEY.COM		
<b>Correspondent Name:</b>	KARLA CERON		
<b>Address Line 1:</b>	3175 HANOVER STREET		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304-1130		
<b>ATTORNEY DOCKET NUMBER:</b>	313569.195		

CH \$240.00 5477032

<b>NAME OF SUBMITTER:</b>	Karla Ceron
<b>SIGNATURE:</b>	/karla ceron/
<b>DATE SIGNED:</b>	10/08/2021
<b>Total Attachments: 8</b> source=02 IPSA - Minerva Surgical (10.08.2021)#page1.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page2.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page3.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page4.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page5.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page6.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page7.tif source=02 IPSA - Minerva Surgical (10.08.2021)#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 8, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and the undersigned grantor (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property that constitutes Collateral.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property that constitutes Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

4255 Burton Drive  
Santa Clara, CA. 95054  
Attention: Joel Jung, David Clapper

GRANTOR:

MINERVA SURGICAL, INC.

By: David M. Clapper

Name: David Clapper  
Title: President and Chief Executive Officer

Address of Bank:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4<sup>th</sup> Floor  
Toronto, Ontario  
M5L 1A2  
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: [Signature]

Name: Jeff Chapman  
Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

By: [Signature]

Name: Corey Perlmutter  
Title: Assistant General Manager, Authorized Signatory  
CIBC Innovation Banking

EXHIBIT A  
COPYRIGHTS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None.		

## EXHIBIT B

## PATENTS

DESCRIPTION	PATENT NUMBER	APPLICATION DATE
Systems for endometrial ablation	9186208	2012-11-02
Methods and systems for evaluating the integrity of a uterine cavity	9655557	2012-01-30
Systems and methods for endometrial ablation	9743978	2012-11-27
Device for circulating heated fluid	10034702	2012-06-25
Introducer device with locking adaptor	8689592	2012-07-19
Thermal ablation system with dispensable therapeutic agent	8628311	2008-09-08
Tenaculum stabilizer device	8597305	2008-09-10
Apparatus for rotating medical devices, systems including the apparatus, and associated methods	8845621	2010-10-19
Methods and systems for endometrial ablation	8956348	2011-07-20
Methods and systems for endometrial ablation utilizing radio frequency	9636171	2016-02-19
System and method for endometrial ablation	9814520	2016-04-15
System and method for endometrial ablation	8939971	2012-03-09
System and method for endometrial ablation	9050102	2012-03-14
Systems and methods for endometrial ablation	8926629	2011-10-11
Systems and methods for endometrial ablation	9259262	2011-11-04
Systems and methods for endometrial ablation	8529562	2009-11-13
Systems and methods for endometrial ablation	9585712	2014-12-04
Systems and devices for evaluating the integrity of a uterine cavity	8394037	2009-11-11
Apparatus for evaluating the integrity of a uterine cavity	9775542	2013-07-18
Device for endometrial ablation having an expandable seal for a cervical canal	9421059	2011-04-26
System and method for endometrial ablation	9050103	2012-03-22
System for endometrial ablation utilizing radio frequency	8715278	2009-11-11
Methods and systems for endometrial ablation utilizing radio frequency	9289257	2009-11-13
Methods for evaluating the integrity of a uterine cavity	9788890	2012-04-09
Methods for evaluating the integrity of a uterine cavity	8343078	2009-11-11
Methods for evaluating the integrity of a uterine cavity	9883907	2012-06-04
Methods and systems for evaluating the integrity of a uterine cavity	10028696	2017-04-14

DESCRIPTION	PATENT NUMBER	APPLICATION DATE
Device for endometrial ablation having an expandable seal for a cervical canal	10052150	2016-07-26
Methods and systems for endometrial ablation utilizing radio frequency	10105176	2017-03-27
Systems and methods for evaluating the integrity of a uterine cavity	10213151	2017-01-27
System and method for endometrial ablation	10456194	2017-10-11
Systems and methods for endometrial ablation	10588689	2017-02-02
Systems and methods for endometrial ablation	10722298	2016-07-18
Methods for endometrial ablation	10758300	2015-10-16
Methods and systems for evaluating the integrity of a uterine cavity	10932712	2018-06-29
Systems and methods for evaluating the integrity of a uterine cavity	11020045	2018-04-16
System and method for endometrial ablation	9339330	2015-05-06
Tissue extraction devices and methods	9636170	2015-02-16
Tissue resecting systems and methods	9486233	2014-04-09
Tissue extraction devices and methods	9827037	2015-12-29
Tissue extraction devices and methods	9743979	2016-07-08
Tissue extraction devices and methods	9839473	2017-03-16
Tissue extraction devices and methods	9999466	2017-01-26
Tissue resecting systems and methods	10238412	2016-10-12
Medical device and methods	10531912	2016-08-18
Tissue extraction devices and methods	10667857	2016-12-14
Medical systems and methods	10806510	2016-10-13
Fluid recirculation debris handling system	8790334	2009-06-29
Tissue cutting systems and methods	9737362	2012-07-02
Tissue extraction devices and methods	9597149	2012-10-30
Tissue extraction devices and methods	8974448	2012-06-22
Tissue extraction devices and methods	9254142	2012-04-09
Tissue extraction devices and methods	9439720	2012-08-30
Medical device and methods	9439677	2013-01-18
HTA fluid level and fluid type measurement	8596118	2012-03-14
Apparatus for rotating medical devices, systems including the apparatus, and associated methods	9107691	2011-03-03
Tissue resectors with cutting wires, hand operated tissue resecting systems and associated methods	10376278	2015-04-28
Tissue resectors, hand operated tissue resecting systems, and associated methods	10667836	2016-10-04
Apparatus for rotating medical devices, systems including the apparatus, and associated methods	11000307	2013-11-08
Thermal ablation system	8814851	2012-02-29

DESCRIPTION	PATENT NUMBER	APPLICATION DATE
Indirect fluid flow measurement	8632531	2012-02-29
Medical device for tissue ablation and related methods of use	9848910	2013-02-26
Device for circulating heated fluid	8226635	2007-10-11
Vacuum device for sealing an anatomical opening	8287552	2005-03-18
Thermal ablation system	9226789	2014-06-25
Fluid recirculation debris handling system	9504511	2014-06-25
HTA fluid level and fluid type measurement	8146420	2008-11-25
Indirect fluid flow measurement	8147443	2008-12-23
Introducer device with locking adaptor	8231658	2008-11-13
Thermal ablation system with dispensable therapeutic	9788881	2013-12-27
Tissue extraction devices and methods	10441353	2017-11-17
Macerator wire	D868253	2016-11-03
Tissue cutting systems and methods	10499987	2017-07-21
Medical devices and methods	10537227	2016-08-24
Tissue extraction devices and methods	10603104	2017-07-26
Tissue extraction devices and methods	10828101	2018-05-25
Tissue extraction devices and methods	8512326	2011-10-20
Tissue extraction devices and methods	8728066	2013-06-05
Tissue extraction devices and methods	9549754	2014-04-09
Medical systems and methods	9498244	2013-10-14

## PATENT APPLICATIONS

DESCRIPTION	APPLICATION NUMBER	APPLICATION DATE
Gynecological treatment methods	US15/268027	2016-09-16
Systems and methods for endometrial ablation	US13/267258	2011-10-06
Methods for evaluating the integrity of a uterine cavity	US15/844050	2017-12-15
Methods and systems for endometrial ablation utilizing radio frequency	US16/152163	2018-10-04
Systems and methods for evaluating the integrity of a uterine cavity	US16/247265	2019-01-14
Medical systems for endometrial ablation	US16/413407	2019-05-15
Medical systems and methods	US17/010193	2020-09-02
Systems and methods for endometrial ablation	US16/783987	2020-02-06
Tissue extraction devices and methods	US17/069011	2020-10-13
Medical systems and methods	US17/075844	2020-10-21
Systems and methods for endometrial ablation	US16/941055	2020-07-28
Apparatus for rotating medical devices, systems including the apparatus, and associated methods	US17/235438	2021-04-20



<u>DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Tissue resecting device and methods	US15/245586	2016-08-24
Tissue extraction devices and methods	US15/801687	2017-11-02
Tissue resecting systems and methods	US16/277897	2019-02-15
Tissue extraction devices and methods	US16/447388	2019-06-20
Tissue cutting systems and methods	US16/691992	2019-11-22
Medical device and methods	US16/717354	2019-12-17
Tissue extraction devices and methods	US16/800359	2020-02-25
Tissue extraction devices and methods	US16/849212	2020-04-15
Tissue Resectors with Cutting Wires, Hand Operated Tissue Resecting Systems and Associated Methods	US16/858336	2020-04-24

## EXHIBIT C

## TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
MINERVA ES	5477032	05/22/2018
MINERVA	4841125	10/27/2015
SYMPHION	4739444	05/19/2015
GENESYS HTA	4084429	01/10/2012
GENESYS HTA PROCERVA	3986140	06/28/2011

## TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
PLASMASENSE	90283635	10/28/2020
MINERVA THE UTERINE HEALTH COMPANY	90295783	11/03/2020
MINERVA THE UTERINE HEALTH COMPANY	90295470	11/03/2020
THE UTERINE HEALTH COMPANY	90295436	11/03/2020