

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM696239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metavention, Inc.		12/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	565 Fifth Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85957695	METAVENTION	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	12/20/2021		
Total Attachments: 7			
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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2021, by and between SIGNATURE BANK ("Bank") and METAVENTION, INC., a Delaware corporation ("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 dated as of April 10, 2020 (as amended from time to time, including by that First Amendment to Loan and Security Agreement dated as of February 12, 2021, and that certain Second Amendment to Loan and Security Agreement dated as of December 20, 2021, collectively, 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

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

C. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

REMAINDER OF PAGE LEFT BLANK

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:

Address of Grantor:

10900 73rd Ave N. Suite 101
Maple Grove, MN 55369
Attn: Todd Berg

METAVENTION, INC.

By: _____

Name: Todd Berg

Title: CEO

BANK:

Address of Bank:

565 Fifth Avenue, 8th Floor
New York, NY 10017
Attn: Justin McDonie

SIGNATURE BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

Address of Grantor:

10900 73rd Ave N. Suite 101
Maple Grove, MN 55369
Attn: Todd Berg

METAVENTION, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

565 Fifth Avenue, 8th Floor
New York, NY 10017
Attn: Justin McDonie

SIGNATURE BANK

By: Matthew K Jacobs

Name: MATTHEW K. JACOBS

Title: VP, LIFE SCIENCES

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Methods of modulating nerves of the hepatic plexus	10064674	09/04/18
Neuromodulation methods to alter glucose levels	10070911	09/11/18
Therapeutic tissue modulation devices and methods	10524859	01/07/20
Methods for thermally-induced hepatic neuromodulation	8568399	10/29/13
Devices for thermally-induced hepatic neuromodulation	8579891	11/12/13
Modulation of nerves that innervate the liver	8728069	05/20/14
Hepatic neuromodulation methods	8728070	05/20/14
Hepatic neuromodulation methods	8758334	06/24/14
Energy delivery devices for hepatic neuromodulation	8876815	11/04/14
Hepatic artery nerve modulation methods	8894639	11/25/14
Treatment of non-alcoholic fatty liver disease	9005190	04/14/15
Neuromodulation methods using balloon catheter	9005191	04/14/15
Hepatic neuromodulation to treat fatty liver conditions	9011422	04/21/15
Nerve modulation to treat diabetes	9033969	05/19/15
Hepatic denervation systems	9060784	06/23/15
Gastroduodenal artery neuromodulation	9089541	07/28/15
Hepatic neuromodulation using microwave energy	9089542	07/28/15
Hepatic neuromodulation using fluids or chemical agents	9114123	08/25/15
Modulation of nerves innervating the liver	9114124	08/25/15
Glucose alteration methods	9149329	10/06/15
Balloon catheter neuromodulation systems	9265575	02/23/16
Therapeutic denervation of nerves surrounding a hepatic vessel	9999461	06/19/18

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
METAVENTION	85957695	06/12/13