

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726247

<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>
Flowonix Medical Incorporated		12/23/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWK Funding LLC		
<b>Street Address:</b>	14755 Preston Road, Suite 105		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5161637	PTC	
<b>Registration Number:</b>	4882959	FAV	
<b>Registration Number:</b>	4227126	FLOWONIX	
<b>Registration Number:</b>	3661678	IMPLANTING CONFIDENCE	
<b>Registration Number:</b>	3247885	PROMETRA	
<b>Registration Number:</b>	2971195	FLUENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	05/06/2022		
<b>Total Attachments: 11</b>			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2020 (as may be amended, restated, amended and restated, waived, supplemented, or otherwise modified from time to time, this “**Agreement**”), made by FLOWONIX MEDICAL INCORPORATED, a Delaware corporation (“**Grantor**”), in favor of SWK FUNDING LLC, a Delaware limited liability company, as agent (in such capacity, “**Agent**”) for the Lenders (as defined below) party to the Credit Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, as the borrower, Agent and the financial institutions party thereto from time to time as lenders (each a “**Lender**” and collectively, the “**Lenders**”), Agent and Lenders have agreed to make certain financial accommodations available to Grantor, and Grantor has granted a security interest to Agent, for the benefit of Agent and Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of Grantor’s Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule I hereto, as applicable.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

“**Copyrights**” shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“**Copyright Licenses**” shall mean all written agreements naming Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright (other than agreements relating to widely-available software subject to “shrink-wrap” or “click-through” software licenses).

“**Credit Agreement**” shall have the meaning assigned to such term in the recitals of this Agreement.

**“Intellectual Property”** shall mean all present and future: trade secrets, know-how and other proprietary information; Trademarks and Trademark Licenses, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing) indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; Copyrights (including Copyrights for computer programs, but excluding commercially available off-the-shelf software and any Intellectual Property rights relating thereto) and Copyright Licenses, and all tangible and intangible property embodying the Copyrights, unpatented inventions (whether or not patentable); Patents and Patent Licenses; Mask Works; industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any of the foregoing; customer lists and customer information, the right to sue for all past, present and future infringements of any of the foregoing; all other intellectual property; and all common law and other rights throughout the world in and to all of the foregoing.

**“IP Collateral”** shall have the meaning assigned to such term in Section 2 hereof.

**“Mask Works”** shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to mask works or similar rights available for the protection of semiconductor chips.

**“Patents”** shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country or multi-jurisdictional patent office or agency, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing.

**“Patent Licenses”** shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, develop, market, use or sell any products derived, in whole or in part, from any invention covered by a Patent or any similar agreement related to any other use of any invention covered by a Patent.

**“Trademarks”** shall mean all of Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

“**Trademark Licenses**” shall mean, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Guarantee and Collateral Agreement, does hereby grant) to Agent, for the benefit of Agent and Lenders, a lien and security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor’s right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”); provided, that the IP Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement).
3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 5.7 of the Guarantee and Collateral Agreement in respect to the Intellectual Property.
4. **Representations and Warranties.** Grantor represents and warrants that:
  - (a) Schedule I is a true, correct and complete list of all Registered Intellectual Property in which Grantor purports to have an ownership or license interest.
  - (b) Grantor has the legal right and authority to enter into this Agreement and perform its terms.
  - (c) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Agent and shall re-register Grantor’s Registered Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall request to maintain a perfected first priority security interest in the IP Collateral subject to Permitted Liens.
5. **No Violation of Credit Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Loan Document.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 2 above, all of which shall be deemed to be and treated as “IP Collateral” within the meaning of this Agreement.

(b) Upon the request of Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may reasonably request to evidence Agent’s security interest in any IP Collateral and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, or the United States Copyright Office or any similar office), and Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, that Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor’s Rights to Enforce Intellectual Property.** Prior to Agent’s giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the IP Collateral, including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the IP Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, shall be applied in accordance with the Credit Agreement and the Guarantee and Collateral Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Grantor may terminate or limit Grantor’s rights under this Section 7.

8. **Agent’s Actions to Protect Intellectual Property.** Pursuant to, in accordance with and subject to the terms of the Credit Agreement, Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor’s place and stead and/or in Agent’s own right with respect to the rights and obligations of Grantor under Section 3, Section 6 and Section 7 of this Agreement.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Credit Agreement.

10. **Agent as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates Agent as its attorney-in-fact to:

(i) Following the occurrence and during the continuance of an Event of Default, supplement and amend from time to time Schedule I of this Agreement to include any new or additional Registered Intellectual Property of Grantor.

(ii) Exercise any of the rights and powers referenced herein in accordance with this Agreement.

- (b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until the Obligations are Paid in Full.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8, Section 9 or Section 10 of this Agreement, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act, except to the extent Agent acted with gross negligence or willful misconduct as determined by a court of competent jurisdiction.
11. **Agent's Rights**. Upon an the occurrence and during the continuance of an Event of Default, any use by Agent of the IP Collateral, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
12. **No Limitation; Loan Documents**. This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office, the United States Copyright Office, as well as with any similar office or department of any other foreign or domestic Governmental Authority. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of Agent and Lenders, under the Guarantee and Collateral Agreement and the other Loan Documents. The other Loan Documents (and all rights and remedies of Grantor, Agent, and Lenders thereunder) shall remain in full force and effect in accordance with their terms.
13. **Termination; Release of IP Collateral**. This Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and Paid in Full. Upon termination of this Agreement, Agent shall, at the expense of the Grantor, take such actions required by the Credit Agreement or the Guarantee and Collateral Agreement or as otherwise reasonably requested by Grantor to release its security interest in the IP Collateral.
14. **Binding Effect; Benefits**. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.
15. **GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE).**
16. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile machine or in ".pdf" format through electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page and shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

17. **Copy of Agreement.** Grantor acknowledges receipt of a signed copy of this Agreement.

18. **Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as the case may be, the terms of the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, shall control.

*[Remainder of page intentionally blank; signature page follows.]*



**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**GRANTOR:**

FLOWONIX MEDICAL INCORPORATED,  
a Delaware corporation

By:   
Name: Louis Altieri  
Title: Chief Financial Officer

**AGENT:**

**SWK FUNDING LLC**

By: SWK Holdings Corporation,  
its sole Manager

By:



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Name: Winston Black  
Title: Chief Executive Officer

**SCHEDULE I**  
**INTELLECTUAL PROPERTY**

**PATENTS**

<b>Owner</b>	<b>Title</b>	<b>Application No/Patent No.</b>	<b>Filing Date /Issue Date</b>
Flowonix Medical Incorporated	FLOW ACTUATED VALVE FOR IMPLANTABLE DRUG DELIVERY DEVICE	10173004	January 8, 2019
Flowonix Medical Incorporated	PATIENT PROGRAMMER FOR IMPLANTABLE DRUG DELIVERY DEVICE	10010670	July 3, 2018
Flowonix Medical Incorporated	PATIENT PROGRAMMER FOR IMPLANTABLE DRUG DELIVERY DEVICE	9968734	May 15, 2018
Flowonix Medical Incorporated	PATIENT PROGRAMMER FOR IMPLANTABLE DRUG DELIVERY DEVICE	9700669	July 11, 2017
Flowonix Medical Incorporated	IM, PLANTABLE DRUG DELIVERY SYSTEM HAVING PERIODIC DRUG DELIVERY REGIMEN TO AVOID GRANULOMOS	9180282	November 10, 2015
Flowonix Medical Incorporated	METHODS AND SYSTEMS FOR PROVIDING METERED DOSES OF A COMPOUND TO AN INDIVIDUAL	9125982	September 8, 2014
Flowonix Medical Incorporated	MULTIPLE RESERVOIR IMPLANTABLE DRUG INFUSION DEVICE AND METHOD	8551044	October 8, 2013
Flowonix Medical Incorporated	MULTIPLE RESERVOIR IMPLANTABLE DRUG INFUSION DEVICE AND METHOD	8545477	October 1, 2013
Flowonix Medical Incorporated	IMPLANTABLE DRUG DELIVERY DEVICE WITH INFUSATE MEASURING CAPABILITIES	16/592,972	October 4, 2019
Flowonix Medical Incorporated	TWO-STAGE LOCKING CATHETER SPLICE ASSEMBLY	15/934,232	March 23, 2018

Flowonix Medical Incorporated	IMPLANTABLE DRUG DELIVERY DEVICE WITH INFUSATE MEASURING CAPABILITIES	16/039,964	July 19, 2018
Flowonix Medical Incorporated	TWO WAY ACCUMULATOR PROGRAMMABLE VALVE PUMP	8696627	April 15, 2014
Flowonix Medical Incorporated	TWO WAY ACCUMULATOR PROGRAMMABLE VALVE PUMP	8273058	September 25, 2012
Flowonix Medical Incorporated	IMPLANTABLE PUMP CONNECTOR FOR CATHETER ATTACHMENT	7452354	November 18, 2008
Flowonix Medical Incorporated	IMPLANTABLE PUMP CONNECTOR FOR CATHETER ATTACHMENT	7927325	April 19, 2011
Flowonix Medical Incorporated	MRI COMPATIBLE PROGRAMMABLE VALVE PUMP	7828792	November 9, 2010
Flowonix Medical Incorporated	IMPLANTABLE REFILLABLE INFUSION DEVICE	6764472	July 20, 2004
Flowonix Medical Incorporated	IMPLANTABLE, REFILLABLE INFUSION DEVICE AND SEPTUM REPLACEMENT KIT	7108686	September 19, 2006

**TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
Flowonix Medical Incorporated	Flowonix Maestro	87703460		November 30, 2017	

Flowonix Medical Incorporated	OnTarget	8767325		October 24, 2017	
Flowonix Medical Incorporated	Proview	86947759		June 4, 2018	
Flowonix Medical Incorporated	Zero-Rate Technology	87657662		October 24, 2017	
Flowonix Medical Incorporated	Surefill Technology	87657332		October 24, 2017	
Flowonix Medical Incorporated	PTC	86526799	5161637	February 6, 2016	March 14, 2017
Flowonix Medical Incorporated	FAV	86490191	4882959	December 24, 2014	January 5, 2016
Flowonix Medical Incorporated	Flowonix	85382401	4227126	July 27, 2011	October 16, 2012
Flowonix Medical Incorporated	Implanting Confidence	77410879	3661678	March 3, 2008	July 28, 2009
Flowonix Medical Incorporated	Promoetra	76413639	3247885	May 30, 2002	May 29, 2007
Flowonix Medical Incorporated	Fluent	76307114	2971195	August 31, 2001	July 19, 2005

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None