

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PODIMETRICS, INC.		08/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	199 Bay Street, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97154525	PODIMETRICS	
Serial Number:	97154529		
CORRESPONDENCE DATA			
Fax Number:	6505657100		
<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:	6505657022		
Email:	kceron@sidley.com		
Correspondent Name:	Karla Ceron		
Address Line 1:	1001 Page Mill Road, Building 1		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	061716.31400		
NAME OF SUBMITTER:	Karla Ceron		
SIGNATURE:	/karla ceron/		
DATE SIGNED:	08/08/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 5, 2022, is made by and among PODIMETRICS, INC. (the “*Grantor*”) in favor of CANADIAN IMPERIAL BANK OF COMMERCE (“*Bank*”) pursuant to the Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Loan and Security Agreement*”), between the Grantor, the other Loan Parties from time to time party thereto and Bank. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement.

RECITALS

A. Bank has agreed to make certain advances to Grantor (the “*Loans*”) in the amounts and manner set forth in the Loan and Security 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 the Collateral, which includes, but is not limited to, all of Grantor’s and each other Loan Party’s rights, title and interest in and to the following personal property: (i) Copyrights, Trademarks and Patents, (ii) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how and operating manuals, (iii) any and all source code, (iv) any and all design rights which may be available to such Person, (v) any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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 in clauses (i)-(v) above; and (vi) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents to secure the Obligations; provided, however, that no United States intent-to-use trademark or service mark application for which a “statement of use” or an “amendment to allege use” has not been filed and accepted (but only until such statement or amendment is filed and accepted), shall be included in the Collateral.

B. Pursuant to the terms of the Loan and Security Agreement, Grantor has pledged and granted to Bank a continuing security interest in all of Grantor’s right, title and interest, whether now owned, presently existing or hereafter acquired or arising, and all proceeds and products of, 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under the Grantor’s 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan and Security 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 and Security 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 and Security Agreement or any of the other 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 and Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Intellectual Property Security Agreement.

[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

PODIMETRICS, INC.

By: 
Name: Jonathan Bloom, MD
Title: Chief Executive Officer

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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.

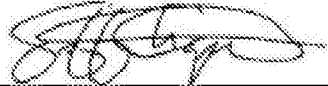
GRANTOR:

PODIMETRICS, INC.

By: _____
Name: _____
Title: _____

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Jeff Chapman
Title: Assistant General Manager

By:  _____
Name: Corey Perlmutter
Title: Assistant General Manager

EXHIBIT A

Copyrights

None.

[Exhibit A to Podimetrics IP Security Agreement]

EXHIBIT B


Patents

<i>Title</i>	<i>Country</i>	<i>App. No. Filing Date</i>	<i>Patent No. Issue Date</i>	<i>Owner</i>	<i>Status</i>
Method and Apparatus of Monitoring Foot Inflammation	USA	15144658 5/2/2016	11304608 4/19/2022	Podimetrics, Inc.	Issued
Method and Apparatus for Detecting and Monitoring a Foot Pre-Ulcer	USA	15056611 2/29/2016	11103138 8/31/2021	Podimetrics, Inc.	Issued
Graphical User Interface for an Electronic Display Device	USA	D632119 1/5/2018	D822053 7/3/2018	Podimetrics, Inc.	Issued
Method and Apparatus of Monitoring Foot Inflammation	USA	14662738 3/19/2015	9326723 5/3/2016	Podimetrics, Inc.	Issued
Method and Apparatus for Indicating the Emergence of an Ulcer	USA	13799847 3/13/2013	9271672 3/1/2016	Podimetrics, Inc.	Issued
Method and Apparatus for Indicating the Risk of an Emerging Ulcer	USA	13799828 3/13/2013	9259178 2/16/2016	Podimetrics, Inc.	Issued
Method and Apparatus for Indicating the Emergence or a Pre-Ulcer and its Progression	USA	13803866 3/14/2013	9095305 8/4/2015	Podimetrics, Inc.	Issued
Method and Apparatus of Monitoring Foot Inflammation	USA	US20160256056A1 5/2/2016		Podimetrics, Inc.	Pending
Footwear System for Ulcer or Pre-Ulcer Detection (temperature map representing substantially the actual geometric shape of at least a portion of the foot)	USA	US20170127999A1 11/14/2016		Podimetrics, Inc.	Pending
Ipsilateral Ulcer and Pre-Ulcer Detection Method and Apparatus	USA	US20200113510A1 10/15/2019		Podimetrics, Inc.	Pending
Peripheral Diabetic Neuropathy and Peripheral Arterial Disease and its Progression Methods and Apparatus	USA	US20210212628A1 1/8/2021		Podimetrics, Inc.	Pending

[Exhibit B to Podimetrics IP Security Agreement]

EXHIBIT C

Trademarks

<i>Trademark</i>	<i>Design</i>	<i>App. No / Filing Date</i>	<i>Owner</i>	<i>Status</i>
PODIMETRICS (image)	PODIMETRICS	97154525 / 12/3/2021	Podimetrics, Inc.	Applied
Shaded circle with two feet appearing within and with a circular emblem with a shaded shield appearing between the two feet. (image)		97154529 / 12/3/2021	Podimetrics, Inc.	Applied

[Exhibit C to Podimetrics IP Security Agreement]

LEGAL 4880-8556-2667v.5

RECORDED: 08/08/2022

TRADEMARK
REEL: 007814 FRAME: 0959