

## TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM760413

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900723553

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVASIGNAL CORP.		12/15/2021	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	AVENUE VENTURE OPPORTUNITIES FUND, L.P., AS AGENT
<b>Street Address:</b>	11 West 42nd Street, 9th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	90452595	NOVAVIEW
Serial Number:	90071614	
Serial Number:	90071598	NOVASIGNAL
Serial Number:	90071574	NOVASIGNAL
Serial Number:	90452579	NOVABOT
Serial Number:	90452570	NOVAGUIDE
Serial Number:	90452549	NOVAKIT
Serial Number:	87761310	NEURALBOT
Serial Number:	87082293	LUCID TRANSCRANIAL DOPPLER SYSTEM
Serial Number:	87023407	NA
Serial Number:	87023382	NEURAL ANALYTICS
Serial Number:	86635307	NA

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: lblakely@gcalaw.com

Correspondent Name: Laura Blakely

**Address Line 1:** 2570 W. El Camino Real, Suite 400  
**Address Line 4:** Mountain View, CALIFORNIA 94040

**NAME OF SUBMITTER:** Laura Blakely

**SIGNATURE:** /Laura Blakely/

**DATE SIGNED:** 10/11/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2021 by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as collateral agent for certain lenders (in such capacity, "Agent") and NOVASIGNAL CORP., a Delaware corporation ("Grantor").

### RECITALS

A. Grantor, certain lenders from time to time parties thereto (collectively, "Lenders") and Agent, as administrative agent and collateral agent for Lenders, are entering into that certain Loan and Security Agreement dated as of December 15, 2021 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) pursuant to which Lenders will make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth therein.

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 to secure the Obligations.

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 secure the Obligations under the Loan Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation (except to the extent constituting Excluded Collateral) those Copyrights, Trademarks and Patents listed on Exhibits A, B and C attached 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 (collectively, "Intellectual Property Collateral").

2. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan 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 in this Intellectual Property Security Agreement and the exercise by Agent 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 Agent, of any or all other rights, powers or remedies.

3. Each Grantor hereby authorizes Agent to (a) file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement, (b) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement, and (c) file a duplicate of this Intellectual Property Security 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.

4. Sections 9.9 (Execution in Counterparts; Electronic Signatures), 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial; Judicial Reference) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

5. This Intellectual Property Security Agreement constitutes a Loan Document.

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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 Grantors:

2440 S. Sepulveda Blvd.  
Los Angeles, CA 90064  
Attn: Matt Swafford  
E-Mail: matt.swafford@novasignal.com

GRANTORS:

NOVASIGNAL CORP.

DocuSigned by:  
By: Diane Bryant  
Name: Diane Bryant  
Title: CEO

Address of Agent:

11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, NY 10036  
Attention: Legal Reporting  
Email: [tgreenbarg@avenuccapital.com](mailto:tgreenbarg@avenuccapital.com)  
Phone: 212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Sonia Gardner  
Title: Authorized Signatory

[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 Grantors:

2440 S. Sepulveda Blvd.  
Los Angeles, CA 90064

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

GRANTORS:

NOVASIGNAL CORP.

By \_\_\_\_\_  
Name: Diane Bryant  
Title: CEO

Address of Agent:

11 West 42<sup>nd</sup> Street, 9<sup>th</sup> Floor  
New York, NY 10036

Attention: Legal Reporting  
Email: [greenbars@avenuecapital.com](mailto:greenbars@avenuecapital.com)  
Phone: 212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Sonia Gardner  
Title: Authorized Signatory



EXHIBIT A  
COPYRIGHTS

NONE

EXHIBIT B

PATENTS

See Attachment



case list of all active patent matters for Novasignal Corp. client (112265)

Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
Japan	2016-554529	11/14/2014	6545697	6/28/2019	Granted	MONITORING STRUCTURAL FEATURES OF CEREBRAL BLOOD FLOW VELOCITY FOR DIAGNOSIS OF NEUROLOGICAL CONDITIONS
United States of America	15/187397	6/20/2016			Pending	TRANSCRANIAL DOPPLER PROBE
United States of America	29/582175	10/25/2016	D784542	4/18/2017	Granted	PORTABLE DISPLAY DEVICE
United States of America	15/399440	1/5/2017	10617388	4/14/2020	Granted	INTEGRATED PROBE STRUCTURE
United States of America	15/399735	1/5/2017			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
United States of America	15/399710	1/5/2017	11090026	8/17/2021	Granted	SYSTEMS AND METHODS FOR DETERMINING CLINICAL INDICATIONS
United States of America	15/853433	12/22/2017	10272008	4/30/2019	Granted	HEADSET SYSTEM
United States of America	15/952791	4/13/2018	10478260	11/19/2019	Granted	ENCLOSURE FOR AN ACOUSTIC ENERGY DEVICE INCLUDING A PROBE
United States of America	15/923906	3/16/2018	10105190	10/23/2018	Granted	PLACEMAT SYSTEM
United States of America	15/942368	3/30/2018	10709417	7/14/2020	Granted	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
United States of America	15/971260	5/4/2018			Pending	WAVEFORM VISUALIZATION TOOL FOR FACILITATING MEDICAL DIAGNOSIS
European Patent Office	17736375.1	1/5/2017			Pending	SYSTEMS AND METHODS FOR DETERMINING CLINICAL INDICATIONS
European Patent Office	17735919.7	1/24/2017			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
European Patent Office	17736353.8	1/5/2017	3399920	11/4/2020	Granted	INTEGRATED PROBE STRUCTURE
United States of America	16/003012	6/7/2018	10849593	12/1/2020	Granted	WAVEFORM VISUALIZATION TOOL FOR FACILITATING MEDICAL DIAGNOSIS
United States of America	16/101352	8/10/2018	10555861	2/11/2020	Granted	DYNAMIC HEADSET APPARATUS
United States of America	16/048209	7/27/2018	10492877	12/3/2019	Granted	DISPOSABLE KIT
United States of America	16/048213	7/27/2018	10265234	4/23/2019	Granted	DEVICE PAD
United States of America	29/658358	7/30/2018			Pending	BAG
United States of America	16/132068	9/14/2018	10616473	4/7/2020	Granted	SYSTEMS AND METHODS FOR REGISTERING HEADSET SYSTEM
United States of America	29/669090	11/5/2018	D888965	6/30/2020	Granted	HEADREST
United States of America	29/669092	11/5/2018	D883486	5/5/2020	Granted	IMAGE DEVICE HOUSING
United States of America	16/112612	8/24/2018			Pending	PORTABLE HEADSET
United States of America	16/198678	11/21/2018	10610200	4/7/2020	Granted	GEL APPLICATION SYSTEM
United States of America	16/215451	12/10/2018	10575818	3/3/2020	Granted	SYSTEMS AND METHODS FOR GEL MANAGEMENT
Canada	3030978	7/18/2017			Pending	HEADSET APPARATUS

Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
United States of America	16/245129	1/10/2019	10695035	6/30/2020	Granted	SYSTEMS AND METHODS FOR ASSESSING SIGNAL QUALITY
United States of America	16/246419	1/11/2019	11154273	10/26/2021	Granted	SYSTEMS AND METHODS FOR VASCULAR MAPPING
United States of America	16/254416	1/22/2019	11129587	9/28/2021	Granted	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
United States of America	16/281938	2/21/2019			Pending	HEADSET SYSTEM
United States of America	16/799739	2/24/2020			Pending	GEL APPLICATION SYSTEM
United States of America	16/684493	11/14/2019			Pending	ENCLOSURE FOR DEVICE INCLUDING PROBE
United States of America	16/698817	11/27/2019			Pending	DISPOSABLE KIT
United States of America	16/742531	1/14/2020			Pending	DYNAMIC HEADSET APPARATUS
European Patent Office	18765236.7	8/10/2018			Pending	DYNAMIC HEADSET APPARATUS
European Patent Office	18780002.4	9/14/2018	3681400	7/21/2021	Granted	SYSTEMS AND METHODS FOR REGISTERING HEADSET SYSTEM
United States of America	16/789341	2/12/2020			Pending	SYSTEMS AND METHODS FOR MODULAR HEADSET SYSTEM
China	201880065154.5	8/10/2018			Pending	DYNAMIC HEADSET APPARATUS
United States of America	16/783036	2/5/2020			Pending	SYSTEMS AND METHODS FOR GEL MANAGEMENT
United States of America	16/792169	2/14/2020			Pending	CATEGORIZATION OF WAVEFORM MORPHOLOGIES
United States of America	16/837651	4/11/2020			Pending	SYSTEMS AND METHODS FOR REGISTERING HEADSET SYSTEM
United States of America	16/847247	4/13/2020			Pending	INTEGRATED PROBE STRUCTURE
Australia	2018380542	12/10/2018			Pending	SYSTEMS AND METHODS FOR GEL MANAGEMENT
Australia	2018394219	12/28/2018			Pending	PROBE STRUCTURE
Canada	3087067	12/28/2018			Pending	PROBE STRUCTURE
Australia	2019206580	1/10/2019			Pending	SYSTEM AND METHOD FOR ASSESSING SIGNAL QUALITY
Canada	3088170	1/10/2019			Pending	SYSTEMS AND METHODS FOR ASSESSING SIGNAL QUALITY
Australia	2019210133	1/22/2019			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
Canada	3088779	1/22/2019			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
European Patent Office	19704926.5	1/22/2019			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS
Australia	2019208041	1/11/2019			Pending	SYSTEMS AND METHODS FOR VASCULAR MAPPING

Country	Application Number	Application Date	Patent Number	Grant Date	Status	Title
Canada	3088176	1/11/2019			Pending	SYSTEMS AND METHODS FOR VASCULAR MAPPING
Australia	2018403070	5/4/2018			Pending	WAVEFORM VISUALIZATION TOOL FOR FACILITATING MEDICAL DIAGNOSIS
Canada	3088965	5/4/2018			Pending	WAVEFORM VISUALIZATION TOOL FOR FACILITATING MEDICAL DIAGNOSIS
United States of America	17/107843	11/30/2020			Pending	WAVEFORM VISUALIZATION TOOL FOR FACILITATING MEDICAL DIAGNOSIS
United States of America	63/247729	9/23/2021			Pending	SYSTEMS AND METHODS FOR ACCURATE ALIGNMENT AND REGISTRATION OF PATIENT TO MEDICAL DEVICES
United Kingdom	17736353.8	1/5/2017	3399920	11/4/2020	Granted	INTEGRATED PROBE STRUCTURE
United States of America	63/255911	10/14/2021			Pending	A REAL-TIME MONITORING APPLICATION FOR TRANSCRANIAL DOPPLER (TCD) TO REMOTELY DETECT PATIENT CONDITIONS
Germany	18780002.4	9/14/2018	3681400	7/21/2021	Granted	SYSTEMS AND METHODS FOR REGISTERING HEADSET SYSTEM
United Kingdom	18780002.4	9/14/2018	3681400	7/21/2021	Granted	SYSTEMS AND METHODS FOR REGISTERING HEADSET SYSTEM
European Patent Office	20756736.3	2/14/2020			Pending	CATEGORIZATION OF WAVEFORM MORPHOLOGIES
European Patent Office	20710396.1	2/12/2020			Pending	SYSTEMS AND METHODS FOR MODULAR HEADSET SYSTEM
United States of America	17/403741	8/16/2021			Pending	SYSTEMS AND METHODS FOR DETERMINING CLINICAL INDICATIONS
United States of America	17/486300	9/27/2021			Pending	SYSTEMS AND METHODS FOR DETECTING NEUROLOGICAL CONDITIONS

## EXHIBIT C

## TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
NovaSignal Corp.	NOVAVIEW	90452595	01/07/2021
NovaSignal Corp.		90071614	07/24/2020
NovaSignal Corp.	NOVASIGNAL	90071598	07/24/2020
NovaSignal Corp.	NOVASIGNAL	90071574	07/24/2020
NovaSignal Corp.	NOVABOT	90452579	01/07/2021
NovaSignal Corp.	NOVAGUIDE	90452570	01/07/2021
NovaSignal Corp.	NOVAKIT	90452549	01/07/2021
NovaSignal Corp.	NEURALBOT	87761310; 5969373	01/18/2019; 01/21/2020
NovaSignal Corp.	LUCID TRANSCRANIAL DOPPLER SYSTEM	87082293; 5454181	06/23/2016; 04/24/2018
NovaSignal Corp.	NA	87023407; 5262162	05/03/2016; 08/08/2017
NovaSignal Corp.	NEURAL ANALYTICS	87023382; 5342849	05/03/2016; 11/21/2017
NovaSignal Corp.	NA	86635307; 5281676	05/19/2015; 09/05/2017