

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDITRINA, INC.		12/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SLR INVESTMENT CORP., AS COLLATERAL AGENT		
Street Address:	500 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6024808	AVETA	
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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92708		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	12/20/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of December 19, 2022, is made by Meditrina, Inc., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of SLR Investment Corp. (“Agent”), in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, 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 above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent to use” such Trademark, unless and until evidence of use of the Trademark has been filed and accepted with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of

the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

MEDITRINA, INC., a Delaware corporation

DocuSigned by:
By: Csaba Truckai
Name: Csaba Truckai
Title: Trustee

AGENT:

SLR INVESTMENT CORP., a Maryland corporation

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:

MEDITRINA, INC., a Delaware corporation

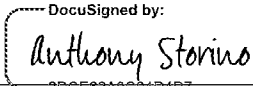
By: _____

Name:

Title:

AGENT:

SLR INVESTMENT CORP., a Maryland corporation

By:  _____
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Name: Anthony Storino

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[See attached.]

Patents

U.S. Patents:

No.	Title	Application Number Application Date	Publication Number Publication Date	Owner	Comments/Liens
1	SYSTEMS AND METHODS FOR PERMANENT FEMALE CONTRACEPTION	14951263 11/24/2015	US11065146 7/20/2021	MEDITRINA INC	No Liens.
2	ARTICULATING MEDICAL DEVICE	15419723 1/30/2017	US11304594 4/19/2022	MEDITRINA INC	No Liens.
3	ENDOSCOPIC IMAGING AND DISPLAY SYSTEM	15443402 2/27/2017	US11089951 8/17/2021	MEDITRINA INC	No Liens.
4	ENDOSCOPE WITH MULTIPLE IMAGE SENSORS	15712603 9/22/2017	US11096560 8/24/2021	MEDITRINA INC	No Liens.
5	ENDOSCOPE HAVING SIZE-ADJUSTABLE WORKING CHANNEL	16022521 6/28/2018	US10433717B1 10/8/2019	MEDITRINA INC	No Liens.
6	ENDOSCOPE AND METHOD OF USE	16157949 10/11/2018	US11432717 9/6/2022	MEDITRINA INC	No Liens.
7	ENDOSCOPE AND METHOD OF USE	16351909 3/13/2019	US20190282073 9/19/2019	MEDITRINA INC	No Liens.
8	ENDOSCOPE HAVING SHAFT ROTATABLY CONNECTED TO HANDLE	16562069 9/5/2019	US11019987 6/1/2021	MEDITRINA INC	No Liens.
9	ENDOSCOPE AND METHOD OF USE	16678647 11/8/2019	US20200146703 5/14/2020	MEDITRINA INC	No Liens.
10	SYSTEMS AND METHODS FOR PERMANENT FEMALE CONTRACEPTION	16719517 12/18/2019	US11426234 8/30/2022	MEDITRINA INC	No Liens.
11	ENDOSCOPE AND METHOD OF USE	16848050 4/14/2020	US11369253 6/28/2022	MEDITRINA INC	No Liens.
12	ENDOSCOPE AND METHOD OF USE	16934914 7/21/2020	US11259695 3/1/2022	MEDITRINA INC	No Liens.
13	SURGICAL INSTRUMENT AND METHOD OF USE	16995217 8/17/2020	US20220047294 2/17/2022	MEDITRINA INC.	No Liens.
14	SYSTEMS AND METHODS FOR PERMANENT FEMALE CONTRACEPTION	17304297 6/17/2021	US20210353452 11/18/2021	MEDITRINA INC.	No Liens.
15	ENDOSCOPE AND METHOD OF USE	17447380 9/10/2021	US20210401275 12/30/2021	MEDITRINA INC	No Liens.
16	ENDOSCOPE AND METHOD OF USE	17490643 9/30/2021	US20220015620 1/20/2022	MEDITRINA INC.	No Liens.
17	ENDOSCOPE AND METHOD OF USE	17648800 1/24/2022	US20220142466 5/12/2022	MEDITRINA INC.	No Liens.
18	ELECTROSURGICAL DEVICES AND METHODS	17652472 2/24/2022	US20220273358 9/1/2022	MEDITRINA INC.	No Liens.
19	ENDOSCOPE AND METHOD OF USE	17804278 5/26/2022	US20220280025 9/8/2022	MEDITRINA INC	No Liens.
20	ENDOSCOPE AND METHOD OF USE	202017093465 11/9/2020	US20210137349 5/13/2021	MEDITRINA INC.	No Liens.
21	ENDOSCOPIC IMAGING AND CONTROL SYSTEM	202117150970 1/15/2021	US20210219816 7/22/2021	MEDITRINA INC.	No Liens.
22	ENDOSCOPE AND METHOD OF USE	202117307936 5/4/2021	US20210251475 8/19/2021	MEDITRINA INC.	No Liens.

EXHIBIT C

Trademarks

[See attached.]

Trademark(s)

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner	Comments/Liens
1	AVETA Aveta	U.S. Federal	REGISTERED Intent to Use - Filed USE APPLICATION - CURRENT	88001931 06/15/2018	6024808 3/31/2020	MEDITRINA, INC.	No Liens

EXHIBIT D

Mask Works

None.