

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METAVENTION, INC.		10/28/2022	Corporation:
RECEIVING PARTY DATA			
Name:	RVLHC II, LLC, as Collateral Agent		
Street Address:	501 CONGRESS AVE., SUITE 150		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4594068	METAVENTION	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati, P.C.		
Address Line 1:	One Market Plaza, Spear Tower, Suite 330		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	59321.017		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	10/31/2022		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of October 28, 2022 is made by and among METAVENTION, INC., a Delaware corporation, as grantor (“Grantor”) and RVLHC II, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”) pursuant to that certain Series AA Note Purchase Agreement, dated as of October 28, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), among Grantor, as issuer, the purchasers party thereto from time to time (the “Purchasers”), and RVLHC II, LLC, as administrative agent and collateral agent on behalf of the Purchasers.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, the Purchasers have agreed to purchase Series AA Notes from Grantor;

WHEREAS, as a condition precedent to the effectiveness of the Note Purchase Agreement and the obligation of the Purchasers to purchase Series AA Notes thereunder, Grantor has executed and delivered a Collateral Agreement, dated as of October 28, 2022, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all Intellectual Property of Grantor included among the Collateral (as that term is defined therein), and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to purchase the Series AA Notes pursuant to the Note Purchase Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meaning assigned to such term in the Note Purchase Agreement, or if not defined in the Note Purchase Agreement, the meaning assigned to such term in the Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, to secure payment, performance and observance of the Series AA Note Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Intellectual Property Collateral”):

- (a) all patents, patent applications, and like protections including without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including but not limited to those registrations and applications set forth in Schedule A hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “Patents”);

(b) all 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 but not limited to those registrations and applications set forth in Schedule B hereto, and all extensions and renewals thereof (the “Trademarks”);

(c) all copyright rights, copyright registrations and like protections in each work of authorship and derivative work thereof, including but not limited to those registrations and applications set forth in Schedule C hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) all trade secrets, all design rights, claims for damages by way of past, present and future infringement of any of the rights included above, all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(f) with respect to each of the foregoing, all proceeds and products thereof (including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing), 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 thereof and including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. The security interest granted hereby has been granted to the Collateral Agent pursuant to the Note Purchase Agreement and the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Note Purchase Agreement and the Collateral Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the other Secured Parties with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement or the Collateral Agreement, the terms of the Note Purchase Agreement or the Collateral Agreement, as applicable, shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Agreement in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

METAVENTION, INC.

By: Todd Berg
Name: Todd Berg
Title: CEO

[Metavention - Signature Page to Intellectual Property Security Agreement]

COLLATERAL AGENT:

RVLHC II, LLC

By: RVLHC MGMT, LLC, its Manager

DocuSigned by:
Lauren Forshey

By:

Name: Lauren Forshey

Title: Managing Member

[Metavention – Signature Page to Intellectual Property Security Agreement]

Schedule A

PATENTS

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	METHODS OF MODULATING NERVES OF THE HEPATIC PLEXUS	US	10,064,674	09/04/2018	Issued
Metavention, Inc.	NEUROMODULATION METHODS TO ALTER GLUCOSE LEVELS	US	10,070,911	09/11/2018	Issued
Metavention, Inc.	THERAPEUTIC TISSUE MODULATION DEVICES AND METHODS	US	10,524,859	01/07/2020	Issued
Metavention, Inc.	METHODS FOR THERMALLY-INDUCED HEPATIC NEUROMODULATION	US	8,568,399	10/29/2013	Issued
Metavention, Inc.	DEVICES FOR THERMALLY-INDUCED HEPATIC NEUROMODULATION	US	8,579,891	11/12/2013	Issued
Metavention, Inc.	MODULATION OF NERVES THAT INNERVATE THE LIVER	US	8,728,069	05/20/2014	Issued
Metavention, Inc.	HEPATIC NEUROMODULATION METHODS	US	8,728,070	05/20/2014	Issued
Metavention, Inc.	HEPATIC NEUROMODULATION DEVICES	US	8,758,334	06/24/2014	Issued
Metavention, Inc.	ENERGY DELIVERY DEVICES FOR HEPATIC NEUROMODULATION	US	8,876,815	11/04/2014	Issued
Metavention, Inc.	HEPATIC ARTERY NERVE MODULATION METHODS	US	8,894,639	11/25/2014	Issued

[Metavention – Schedule A to Intellectual Property Security Agreement]

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	TREATMENT OF NON- ALCOHOLIC FATTY LIVER DISEASE	US	9,005,190	04/14/2015	Issued
Metavention, Inc.	NEUROMODULATION METHODS USING BALLOON CATHETER	US	9,005,191	04/14/2015	Issued
Metavention, Inc.	HEPATIC NEUROMODULATION TO TREAT FATTY LIVER CONDITIONS	US	9,011,422	09/25/2014	Issued
Metavention, Inc.	NERVE MODULATION TO TREAT DIABETES	US	9,033,969	05/19/2015	Issued
Metavention, Inc.	HEPATIC DENERVATION SYSTEMS	US	9,060,784	06/23/2015	Issued
Metavention, Inc.	GASTRODUODENAL ARTERY NEUROMODULATION	US	9,089,541	07/28/2015	Issued
Metavention, Inc.	HEPATIC NEUROMODULATION USING MICROWAVE ENERGY	US	9,089,542	07/28/2015	Issued
Metavention, Inc.	HEPATIC NEUROMODULATION USING FLUIDS OR CHEMICAL AGENTS	US	9,114,123	08/25/2015	Issued
Metavention, Inc.	MODULATION OF NERVES INNERVATING THE LIVER	US	9,114,124	08/25/2015	Issued
Metavention, Inc.	GLUCOSE ALTERATION METHODS	US	9,149,329	10/06/2015	Issued
Metavention, Inc.	BALLOON CATHETER NEUROMODULATION SYSTEMS	US	9,265,575	02/23/2016	Issued
Metavention, Inc.	THERAPEUTIC DENERVATION OF NERVES SURROUNDING A HEPATIC VESSEL	US	9,999,461	06/19/2018	Issued

[Metavention – Schedule A to Intellectual Property Security Agreement]

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	MODULATION OF NERVES INNERVATING THE LIVER	US	10,543,034	01/28/2020	Issued
Metavention, Inc.	NEUROMODULATION FOR METABOLIC CONDITIONS OR SYNDROMES	US	10,617,460	04/14/2020	Issued
Metavention, Inc.	NEUROMODULATION FOR METABOLIC CONDITIONS OR SYNDROMES	US	10,856,926	12/08/2020	Issued
Metavention, Inc.	MODULATION OF TARGETED NERVE FIBERS	US	16/706,468	12/06/2019	Pending
Metavention, Inc.	THERAPEUTIC TISSUE MODULATION DEVICES AND METHODS	US	16/727,264	12/26/2019	Pending
Metavention, Inc.	SYSTEMS AND METHODS FOR MODULATING NERVES OR OTHER TISSUE	US	16/874,467	05/14/2020	Pending
Metavention, Inc.	NEUROMODULATION FOR METABOLIC CONDITIONS OR SYNDROMES	US	17/108,351	12/01/2020	Pending
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	Australia	2012347470	05/18/2017	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	Australia	2017202821	03/28/2019	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	Australia	2019201729	05/20/2021	Issued
Metavention, Inc.	DEVICE, SYSTEM AND METHOD FOR NEUROMODULATION	China	104254366	03/08/2017	Issued

[Metavention – Schedule A to Intellectual Property Security Agreement]

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	DEVICE, SYSTEM AND METHOD FOR NEUROMODULATION	China	107080561	09/11/2020	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	EPO (validated in Germany, France, and Great Britain)	2788078	09/02/2020	Issued
Metavention, Inc.	APPARATUSES AND SYSTEMS CONFIGURED FOR HEPATIC NEUROMODULATION	Israel	232808	02/01/2020	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	India	5493/DELNP/2014	12/07/2012	Pending
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	Japan	6441679	11/30/2018	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	South Korea	10-2067583	01/13/2020	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	New Zealand	625695	02/02/2016	Issued
Metavention, Inc.	THERAPEUTIC NEUROMODULATION OF THE HEPATIC SYSTEM	Singapore	11201402610Q	10/11/2016	Issued
Metavention, Inc.	MODULATION OF TARGETED NERVE FIBERS	Australia	2014274903	06/20/2019	Issued
Metavention, Inc.	MODULATION OF TARGETED NERVE FIBERS	Japan	6580034	09/06/2019	Issued

[Metavention – Schedule A to Intellectual Property Security Agreement]

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	SYSTEMS AND METHODS FOR MODULATING NERVES OR OTHER TISSUE	Australia	2015358385	12/17/2020	Issued
Metavention, Inc.	SYSTEMS AND METHODS FOR MODULATING NERVES OR OTHER TISSUE	Canada	2969129	12/03/2015	Pending
Metavention, Inc.	SYSTEMS AND METHODS FOR MODULATING NERVES OR OTHER TISSUE	EPO (validated in Germany, France, and Great Britain)	3226795	08/26/2020	Issued
Metavention, Inc.	THERAPEUTIC TISSUE MODULATION DEVICES AND METHODS	EPO	17810880.9	06/06/2017	Pending
Metavention, Inc.	THERAPEUTIC TISSUE MODULATION DEVICES AND METHODS	China	109843201	05/13/2022	Issued
Metavention, Inc.	THERAPEUTIC TISSUE MODULATION DEVICES AND METHODS	China	202210443126.0	06/06/2017	Pending

[Metavention – Schedule A to Intellectual Property Security Agreement]

Schedule B

TRADEMARKS

<u>Record Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>	<u>Status</u>
Metavention, Inc.	METAVENTION	US	4,594,068	08/26/2014	Registered
Metavention, Inc.	METAVENTION	Madrid Protocol	1188548	01/02/2014	Registered
Metavention, Inc.	METAVENTION	Australia	1599302	04/03/2014	Registered
Metavention, Inc.	METAVENTION	Canada	TMA1040180	07/11/2019	Registered
Metavention, Inc.	METAVENTION	China	85957695	02/03/2015	Registered
Metavention, Inc.	METAVENTION	European Union	1188548	11/03/2014	Registered
Metavention, Inc.	METAVENTION	United Kingdom	UK00801188548	11/03/2014	Registered
Metavention, Inc.	METAVENTION	Israel	1188548	08/03/2015	Registered
Metavention, Inc.	METAVENTION	India	2695563	10/06/2018	Registered
Metavention, Inc.	METAVENTION	Japan	1188548	09/05/2014	Registered
Metavention, Inc.	METAVENTION	Korea	1188548	11/03/2014	Registered
Metavention, Inc.	METAVENTION	Mexico	1188548	10/03/2014	Registered
Metavention, Inc.	METAVENTION	New Zealand	990574	06/04/2014	Registered
Metavention, Inc.	METAVENTION	Singapore	T1400294C	08/28/2014	Registered
Metavention, Inc.	METAVENTION	Turkey	1188548	01/28/2015	Registered

[Metavention – Schedule B to Intellectual Property Security Agreement]

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Schedule C

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None.

[Metavention – Schedule C to Intellectual Property Security Agreement]

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