

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERUS ENDOVASCULAR LIMITED		02/03/2023	Private Limited Company: ENGLAND AND WALES
CERUS ENDOVASCULAR, INC.		02/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6583936	CONTOUR NEUROVASCULAR SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	dctrademark@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad St. 17th Floor		
Address Line 4:	Tysons,, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	02/11/2023		
Total Attachments: 9			
source=MidCap - Cerus Endo - TM Security Agreement#page1.tif			
source=MidCap - Cerus Endo - TM Security Agreement#page2.tif			
source=MidCap - Cerus Endo - TM Security Agreement#page3.tif			

CH \$40.00 6583936

source=MidCap - Cerus Endo - TM Security Agreement#page4.tif
source=MidCap - Cerus Endo - TM Security Agreement#page5.tif
source=MidCap - Cerus Endo - TM Security Agreement#page6.tif
source=MidCap - Cerus Endo - TM Security Agreement#page7.tif
source=MidCap - Cerus Endo - TM Security Agreement#page8.tif
source=MidCap - Cerus Endo - TM Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the 3rd day of February, 2023, by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as Agent for itself and the other Lenders (in such capacity, together with its permitted successors and assigns, "Agent"), **CERUS ENDOVASCULAR LIMITED**, a private limited company formed under the laws of England and Wales with registration number 07875938 ("Parent") and **CERUS ENDOVASCULAR, INC.**, a Delaware corporation (the "Borrower", and together with Parent and any other Person that joins this agreement as a Grantor, each, a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Borrower (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Guaranty and Security Agreement, by and among Agent, the Lenders and the Grantors and the other Credit Parties from time to time party thereto, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Credit Parties, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents and Mask Works (as each term is described below) to secure the obligations of the Credit Parties under the Credit Agreement.

B. Pursuant to the terms of the Debenture, Parent has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of Parent's Collateral.

C. Pursuant to the terms of the Credit Agreement, the Borrower has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Borrower's 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, whether now owned or hereafter created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, all of such Grantor's right, title and interest in, to and under the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, whether now owned or hereafter created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

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

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

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, whether now owned or hereafter created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and 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 such Grantor connected with and symbolized by such trademarks, whether now owned or hereafter created, acquired or held, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, whether now owned or hereafter created, acquired or held, including, without limitation those set forth on Exhibit D attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (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, whether now owned or hereafter created, acquired or held, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, 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 shall not include (i) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral, or (ii) any other Excluded Property.

Without the prior written consent of the Agent, except as specifically permitted by the Credit Agreement, no Grantor shall: (a) create, or agree or attempt to create, or permit to subsist, any Lien (other than any Permitted Liens) or any trust over any of the Intellectual Property Collateral; or (b) sell, assign, lease, license or sub-license, or grant any interest in, any of the Intellectual Property Collateral, or part with possession or ownership of them, or purport or agree to do so.

This security interest is granted in conjunction with the security interest (i) granted to Agent by the U.S. Credit Parties, for the ratable benefit of the Lenders, pursuant to Section 4.1 of the Credit Agreement and (ii) granted to Agent by the UK Credit Parties, for the ratable benefit of the Lenders, under the Debenture. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing 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 Credit Agreement or any of the other Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing 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.

As used above and elsewhere in this Agreement, the following terms shall have the following meanings:

- a. **“Excluded Property”** means
 - i. any “intent-to-use” trademark or service mark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively by the United States Patent and Trademark Office;
 - ii. any lease, license, contract, permit, letter of credit, purchase money arrangement, instrument or agreement to which any Credit Party is a party or any of its rights or interests thereunder if and to the extent that the grant of such security interest shall constitute or result in (x) the abandonment, invalidation or unenforceability of any right, title or interest of any Credit Party therein or (y) result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, permit, letter of credit, purchase money arrangement, instrument or agreement; *provided* that in no event shall the Transaction Agreement, any other agreement, document or instrument executed in connection therewith constitute Excluded Property;
 - iii. any governmental licenses or state or local franchises, charters and authorizations, to the extent that Agent may not validly possess a security interest in any such license, franchise, charter or authorization under applicable Law;
 - iv. any fee-owned real property (other than Material Real Property) and any leasehold interests in real property with respect to which any Credit Party is a tenant or subtenant (including, for the avoidance of doubt, any requirement to obtain any landlord or other third party waivers, estoppels or consents (other than Collateral Access Agreements solely to the extent required by Section 4.2(e) of the Credit Agreement) in respect of such leasehold interests);
 - v. any fixtures affixed to any real property to the extent (x) such real property does not constitute Collateral and (y) a security interest in such fixtures may not be perfected by a UCC-1 financing statement, in the jurisdiction of organization of the applicable Credit Party;
 - vi. Excluded Accounts and any Third Party Funds held therein;

- vii. any Margin Stock;
- viii. executive liability (including directors and officers), workers' compensation and employee liability insurance and any interest any Credit Party may have or may be deemed to have in the Expense Fund (as defined in the Transaction Agreement) and any proceeds of any thereof; *provided* that the amount in such Expense Fund does not exceed \$250,000 in the aggregate;
- ix. those assets as to which the Agent and the Borrower reasonably agree, in writing following the Closing Date, that the cost or other consequence of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby; and
- x. any other exceptions mutually agreed upon between the Borrower and Agent in writing following the Closing Date;

provided that (x) any such limitation described in the foregoing clauses (ii) and (iii) on the security interests granted hereunder shall apply only to the extent that any such prohibition could not be rendered ineffective pursuant to the Code or any other applicable Law (including Sections 9-406, 9-407 and 9-408 of the Code) or principles of equity, (y) in the event of the termination or elimination of any such prohibition or the requirement for any consent contained in such contract, agreement, permit, lease or license or in any applicable Law, to the extent sufficient to permit any such item to become Collateral hereunder, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such contract, agreement, permit, lease, license, franchise, authorization or asset shall be automatically and simultaneously granted hereunder and shall be included as Collateral hereunder, and (z) all rights to payment of money due or to become due pursuant to, and all rights to the proceeds from the sale of, all Excluded Property shall be and at all times remain subject to the security interests created by this Agreement (unless such proceeds would independently constitute Excluded Property).

b. “**Financing Documents**” means, collectively, the Credit Agreement, the Perfection Certificate, the Security Documents, each Subordination Agreement and any subordination or intercreditor agreement pursuant to which any Indebtedness and/or any Liens securing such Indebtedness is subordinated to all or any portion of the Obligations, the Fee Letter(s), each note and guarantee executed by one (1) or more Credit Parties in connection with the indebtedness governed by the Credit Agreement, and each other present or future agreement executed by one (1) or more Credit Parties and, or for the benefit of, the Lenders and/or Agent in connection with the Credit Agreement, all as amended, restated, or otherwise modified from time to time.

c. “**Obligations**” means all of Borrowers' obligations to pay when due any debts, principal, interest, Protective Advances, fees, indemnities and other amounts Borrowers owe Agent or the Lenders now or later, under the Credit Agreement or the other Financing Documents, including, without limitation, interest accruing after Insolvency Proceedings begin (whether or not allowed) and debts, liabilities, or obligations of a Borrower assigned to the Lenders and/or Agent, and the payment and performance of each other Credit Party's covenants and obligations under the Financing Documents.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE

STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be provided in the manner and to the parties set forth in Section 11 of the Credit Agreement.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective permitted successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[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.

GRANTORS:

CERUS ENDOVASCULAR LIMITED

By: 
Name: Sam Milstein
Title: Director

CERUS ENDOVASCULAR, INC.

By: 
Name: Sam Milstein
Title: Director

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT C

Trademarks

(see attached)

FR Ref	Mark	Country	Filing Date	Appl No	Reg Date	Reg No	Classes	Status	All Goods/Services	Owner	Next Deadline	Action Description	Priority Date	Priority Appl No
37881-000/AU2	CONTOUR NEUROVASCULAR SYSTEM	AUSTRIA	12/30/2015	1/53328	01/09/2018	1/53328	10	REGISTERED	10 - Medical devices for endovascular occlusion, treatment of vascular abnormalities, and for embolization, namely, endovascular occluding devices that conform to vessel walls and promote clot formation in neurovascular and peripheral vascular structures, medical devices for treatment of aneurysms and vascular disease and for peripheral vascular embolization, none of the foregoing being surgical cutters or staplers	Cerus Endovascular Ltd	12/30/2025	RENEWAL DEADLINE		
37881-000/EU2	CONTOUR NEUROVASCULAR SYSTEM	EUROPEAN UNION	02/11/2020	018195259	03/10/2020	018195259	10	REGISTERED	10 - Medical devices for endovascular occlusion, treatment of vascular abnormalities, and for embolization, namely, endovascular occluding devices that conform to vessel walls and promote clot formation in neurovascular and peripheral vascular structures, medical devices for treatment of aneurysms and vascular disease and for peripheral vascular embolization	Cerus Endovascular Ltd	02/11/2030	RENEWAL DEADLINE	07/01/2015	86/680,619
37881-000/G92	CONTOUR NEUROVASCULAR SYSTEM	UNITED KINGDOM	02/11/2020	UK00918195259	03/10/2020	UK00918195259	10	REGISTERED	10 - Medical devices for endovascular occlusion, treatment of vascular abnormalities, and for embolization, namely, endovascular occluding devices that conform to vessel walls and promote clot formation in neurovascular and peripheral vascular structures, medical devices for treatment of aneurysms and vascular disease and for peripheral vascular embolization	Cerus Endovascular Ltd	02/11/2030	RENEWAL DEADLINE		
37881-000/702	CONTOUR NEUROVASCULAR SYSTEM	UNITED STATES	03/18/2019	89244/703	12/07/2021	6,583,936	10	REGISTERED	10 - Medical devices for endovascular occlusion, treatment of vascular abnormalities, and for embolization, namely, endovascular devices that conform to vessel walls and promote clot formation in neurovascular and peripheral vascular structures, medical devices for treatment of aneurysms and vascular disease and for peripheral vascular embolization	Cerus Endovascular Ltd	12/07/2027	DEC 8 DEADLINE: RENEWAL DEADLINE		

Note: Additional details on the above-referenced trademarks are provided in the Trademark Status Report on pp. 4-5 of this Attachment.

TRADEMARK
REEL: 007967 FRAME: 0613

RECORDED: 02/11/2023