

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARDIAC DIMENSIONS PTY LTD		02/23/2023	Proprietary Limited Company: AUSTRALIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OXFORD FINANCE LLC		
<b>Street Address:</b>	115 South Union Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2644124	CARDIAC DIMENSIONS	
<b>Registration Number:</b>	3584536	CARILLON	
<b>Registration Number:</b>	3667387	CARILLON MITRAL CONTOUR SYSTEM	
<b>Serial Number:</b>	77284614	MITRAL CONTOUR SYSTEM	
<b>Registration Number:</b>	6136148	RESHAPING THE COURSE OF HEART FAILURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	bethany.stokes@gtlaw.com		
<b>Correspondent Name:</b>	Bethany A. Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	138179.016600		
<b>NAME OF SUBMITTER:</b>	Bethany A. Stokes		
<b>SIGNATURE:</b>	/Bethany A. Stokes/		
<b>DATE SIGNED:</b>	03/27/2023		

CH \$140.00 2644124

**Total Attachments: 10**

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## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security (“**First Amendment**”) is entered into as of February 23, 2023 (**First Amendment Date**) by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 115 South Union Street, Suite 300, Alexandria, VA 22314 (“**Oxford**”) as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders described in that certain Loan and Security Agreement, dated as of April 13, 2018 (as amended, modified or supplemented from time to time, the “**Loan Agreement**”) from time to time, including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and CARDIAC DIMENSIONS PTY LTD CAN 168 165 946 of c/o Johnson Winter & Slattery, Level 25, 20 Bond Street, Sydney NSW 2000 (“**Grantor**”). Collateral Agent, Grantor are sometimes referred to herein collectively as the “**Parties**,” and individually as a “**Party**.”

WHEREAS, the Collateral Agent and the Lenders have entered into the Loan Agreement with Grantor’s subsidiary, Cardiac Dimensions, Inc., a Delaware corporation (“**Borrower**”), pursuant to which Lenders have provided to Borrower certain loans in accordance with the terms thereof;

WHEREAS, Collateral Agent (on its behalf and on behalf of the Lenders) and Grantor are party to that certain General Security Agreement, dated as of April 13, 2018 (as amended, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which Grantor has granted Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain collateral to secure Borrower’s obligations under the Loan Agreement;

WHEREAS, in connection with the Security Agreement, on April 13, 2018, the Parties entered into that certain Intellectual Property Security Agreement (“**IPSA**”) pursuant to which Grantor granted to Collateral Agent, for the ratable benefit of the Lenders, a security interest in the Intellectual Property Collateral (as defined therein);

WHEREAS, the IPSA was recorded with the Patent Division of the United States Patent and Trademark Office on April 16, 2018, at Reel/Frame 045958/0663, to evidence the security interest granted under the IPSA;

WHEREAS, the IPSA was recorded with the Trademark Division of the United States Patent and Trademark Office on April 16, 2018, at Reel/Frame 006314/0514, to evidence the security interest granted under the IPSA; and

WHEREAS, the Parties desire to amend certain provisions of the IPSA as provided herein and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Security Agreement.
2. Oxford’s address as stated in the preamble of the IPSA is hereby amended and restated as follows:

115 South Union Street, Suite 300, Alexandria, VA 22314

3. Exhibit B of the IPSA is hereby amended and restated in its entirety as set forth in Exhibit A attached hereto.

4. Exhibit C of the IPSA is hereby amended and restated in its entirety as set forth in Exhibit B attached hereto.

5. To induce Collateral Agent and Lenders to enter into this First Amendment, Grantor hereby represents and warrants to Collateral Agent and Lenders as follows that set forth on Exhibit A and Exhibit B is a complete and current list of Grantor's Patents and Trademarks, respectively, on the date hereof.

6. Except as expressly set forth herein, the IPSA shall continue in full force and effect without alteration or amendment. This First Amendment is, and shall be considered for all purposes, a Loan Document and this First Amendment together with the other Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements.

7. This First Amendment shall be deemed effective as of the First Amendment Date upon the due execution and delivery to Collateral Agent of this First Amendment by each Party hereto.

8. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

9. This First Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

*[Remainder of page left intentionally blank]*

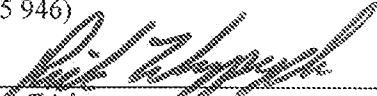
IN WITNESS WHEREOF, the parties have caused this First Amendment to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

CARDIAC DIMENSIONS PTY LTD (ACN  
168 165 946)

Address of Grantor:

c/o Johnson Winter & Slattery  
Level 25, 20 Bond Street  
Sydney NSW 2000  
Attn:

By   
Name: Rick Wypych  
Title: President & CEO

By \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

OXFORD FINANCE LLC

Address of Collateral Agent:

115 South Union Street  
Suite 300  
Alexandria, VA 22314  
Attn: Legal Department

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this First Amendment to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

CARDIAC DIMENSIONS PTY LTD (ACN  
168 165 946)

Address of Grantor:

c/o Johnson Winter & Slattery  
Level 25, 20 Bond Street  
Sydney NSW 2000  
Attn:

By \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_

Name:

Title:

**COLLATERAL AGENT:**

OXFORD FINANCE LLC

Address of Collateral Agent:

115 South Union Street  
Suite 300  
Alexandria, VA 22314  
Attn: Legal Department

By \_\_\_\_\_

Name: Colette H. Feathersly

Title: Senior Vice President

EXHIBIT A

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Device Implantable In the Coronary Sinus To Provide MV Therapy	7,591,826	09/22/09
MV Constricting Device/System/Method	2002231342	01/25/06
MV Constricting Device/System/Method	2,433,672	08/04/09
MV Constricting Device/System/Method	4113431	04/18/08
MV Constricting Device/System/Method	1395182	
MV Constricting Device/System/Method	60137724.9-08	02/18/09
MV Constricting Device/System/Method	1385182	02/18/09
MV Constricting Device/System/Method	1385182	02/18/09
MV Constricting Device/System/Method	1385182	02/18/09
MV Constricting Device/System/Method	48572 BE/2009	02/18/09
MV Therapy Device/System/Method	6,800,090	10/05/04
MV Therapy Device/System/Method	7,828,843	11/09/10
MV Therapy Device/System/Method	7,270,676	09/18/07
MV Therapy Device/System/Method	2,447,689	07/21/09
MV Therapy Device/System/Method	4255374	02/06/09
MV Therapy Device/System/Method	1395202	
MV Therapy Device/System/Method	60227514.8-08	07/09/08
MV Therapy Device/System/Method	2 310 210	07/09/08
MV Therapy Device/System/Method	1395202	07/09/08
MV Therapy Device/System/Method	1395202	07/09/08
MV Therapy Device/System/Method	49744 BE/2008	07/09/08
MV Therapy Assembly/Method	6,676,702	01/13/04
MV Therapy Assembly/Method	6,966,962	11/22/05
MV Therapy Assembly/Method	2,447,507	07/21/09
MV Therapy Assembly/Method	4280500	03/19/09
MV Therapy Assembly/Method	1395204	
MV Therapy Assembly/Method	60227663.2-08	07/16/08
MV Therapy Assembly/Method	1395204	07/16/08
MV Therapy Assembly/Method	1395204	07/16/08
MV Therapy Assembly/Method	1395204	07/16/08
MV Therapy Assembly/Method	49781BE/2008	07/16/08
Focused Compression MV Device/Method	6,949,122	09/27/05
Focused Compression MV Device/Method	7,608,102	10/27/09
Adjustable Height Focal Tissue Deflector	7,635,387	12/22/09
Adjustable Height Focal Tissue Deflector	8,439,971	05/14/13
Anchor And Pull MV Device/Method	6,908,478	06/21/05
Device/Method For Modifying The Shape Of A Body Organ – Fig. 3	7,179,282	02/20/07
Device/Method For Modifying The Shape Of A Body Organ – Fig. 3	7,674,287	03/09/10
Device/Method For Modifying The Shape Of A Body Organ – Fig. 3	8,172,898	05/08/12
Device/Method For Modifying The Shape Of A Body Organ – Fig. 3	7,857,846	12/28/10
Anchor And Pull MV Device/Method	4326954	06/19/09
Anchor And Pull MV Device/Method	2002364130	02/12/09
Anchor And Pull MV Device/Method	1450733	

Anchor And Pull MV Device/Method	60239145.8	02/09/11
Anchor And Pull MV Device/Method	1450733	02/09/11
Anchor And Pull MV Device/Method	1450733	02/09/11
Anchor And Pull MV Device/Method	1450733	02/09/11
Anchor And Pull MV Device/Method	48690 BE 2011	02/09/11
Fixed Length Anchor And Pull MV Device And Method	6,976,995	12/20/05
Fixed Length Anchor And Pull MV Device And Method	12/016,054	01/17/08
Fixed Length Anchor And Pull MV Device And Method	9,827,098	11/28/17
	15/230,093	08/05/16
	9,827,100	11/28/17
	9,827,099	11/28/17
	15/261/572	
Device/Method For Modifying The Shape of A Body Organ	6,960,229	11/01/05
Tissue Shaping Device	7,351,260	04/01/08
Tissue Shaping Device	7,828,842	11/09/10
Tissue Shaping Device	8,974,525	03/10/15
Tissue Shaping Device	9,320,600	04/26/16
	15/136,739	04/22/16
	15/465,253	03/21/17
Fixed Length Anchor And Pull MV Device And Method	2003211731	07/16/09
Fixed Length Anchor And Pull MV Device And Method	2,469,460	02/21/12
Fixed Length Anchor And Pull MV Device And Method	2,760,865	01/17/17
Fixed Length Anchor And Pull MV Device And Method	4359660	08/21/09
Fixed Length Anchor And Pull MV Device And Method	1482869	
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	603 48 309.7	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	1482869	12/02/15
Fixed Length Anchor And Pull MV Device And Method	15190348.1	10/19/15
Transvenous Staples, Assembly/Method For MV Repair	7,004,958	02/28/06
Device/Assembly/Method For MV Repair	6,797,001	09/28/04
Device/Assembly/Method For MV Repair	7,364,588	04/29/08
Device/Assembly/Method For MV Repair	2003224656	08/28/08
Device/Assembly/Method For MV Repair	2,477,646	11/13/12
Device/Assembly/Method For MV Repair	60326124.8-08	02/11/09
Device/Assembly/Method For MV Repair	148268	02/11/09
Device/Assembly/Method For MV Repair	148268	02/11/09
Device/Assembly/Method For MV Repair	148268	02/11/09
Device/Assembly/Method For MV Repair	48499 BE/2009	02/11/09
Body Lumen Device Anchor, Deice/Assembly	6,824,562	11/30/04
Body Lumen Device Anchor, Deice/Assembly	8,062,358	11/22/11
Body Lumen Device Anchor, Deice/Assembly	15190348.1	10/19/15
Body Lumen Device Anchor, Deice/Assembly	15/261,628	09/09/16
Body Lumen Device Anchor, Deice/Assembly	9,474,608	10/25/16
Body Lumen Device Anchor, Deice/Assembly	7,452,375	11/18/08



Body Lumen Device Anchor, Deice/Assembly	7,309,354	12/18/07
Device/Method For Modifying The Shape Of A Body Organ	7,828,841	11/09/10
Device/Method For Modifying The Shape Of A Body Organ	7,311,729	12/25/07
Device/Method For Modifying The Shape Of A Body Organ	2003228865	04/30/09
Device/Method For Modifying The Shape Of A Body Organ	2009201343	05/12/11
Device/Method For Modifying The Shape Of A Body Organ	2,483,024	09/13/11
Device/Method For Modifying The Shape Of A Body Organ	2,744,868	12/29/15
Device/Method For Modifying The Shape Of A Body Organ	2,877,641	01/17/17
Device/Method For Modifying The Shape Of A Body Organ	2,950,492	12/06/16
Device/Method For Modifying The Shape Of A Body Organ	4351151	07/31/09
Assembly For Effecting The Condition Of A MV Annulus Of A Heart	5038352	07/13/12
Device/Method For Modifying The Shape Of A Body Organ	1513474	
Device/Method For Modifying The Shape Of A Body Organ	60325356.3	12/17/08
Device/Method For Modifying The Shape Of A Body Organ	2318130	12/17/08
Device/Method For Modifying The Shape Of A Body Organ	1513474	12/17/08
Device/Method For Modifying The Shape Of A Body Organ	1513474	12/17/08
Device/Method For Modifying The Shape Of A Body Organ	48043 BE/2009	12/17/08
Device/Method For Modifying The Shape Of A Body Organ	10180626.3	05/02/03
Medical Device Delivery System	7,316,708	01/08/08
Medical Device Delivery System	8,075,608	12/13/11
Percutaneous MV Annuloplasty Delivery System	7,837,729	11/23/10
Percutaneous MV Annuloplasty Device Delivery Method	8,182,529	05/22/12
Medical Device Delivery System	2003295915	12/17/09
Medical Device Delivery System	1599246	
Medical Device Delivery System	60321048.1	05/14/08
Medical Device Delivery System	1599246	05/14/08
Medical Device Delivery System	1599246	05/14/08
Medical Device Delivery System	1599246	05/14/08
Medical Device Delivery System	1599246	05/14/08
Medical Device Delivery System	49296 BE/2008	05/14/08
Medical Device Delivery System	1599246	05/14/08
System/Method To Effect The MV Annulus Of A Heart	6,793,673	09/21/04
System/Method To Effect The MV Annulus Of A Heart	7,503,931	03/17/09
System/Method To Effect The MV Annulus Of A Heart	6,964,683	11/15/05
MV Device Using Conditioned Shape Memory Alloy	7,314,485	01/01/08
MV Device Using Conditioned Shape Memory Alloy	7,758,639	07/20/10
	11/782,527	07/24/07
Device/System/Method To Affect The MV Annulus Of A Heart	7,351,259	04/01/08
Device/System/Method To Affect The MV Annulus Of A Heart	7,300,462	11/27/07
Device/Method For Modifying The Shape Of A Body Organ	7,887,582	02/15/11
Reduced Length Tissue Shaping Device	7,837,728	11/23/10
Device For Modifying The Shape Of A Body Organ	2004308348	04/07/11
Device For Modifying The Shape Of A Body Organ	2,546,523	05/22/12
Device For Modifying The Shape Of A Body Organ	2,775,628	12/17/04
Device For Modifying The Shape Of A Body Organ	4794460	08/05/11
Device For Modifying The Shape Of A Body Organ	1708649	04/06/16
Device For Modifying The Shape Of A Body Organ	1708649	04/06/16
Device For Modifying The Shape Of A Body Organ	60 2004 049 000.8	04/06/16
Device For Modifying The Shape Of A Body Organ	1708649	04/06/16

Device For Modifying The Shape Of A Body Organ	502016 0000 69236	04/06/16
Device For Modifying The Shape Of A Body Organ	1708649	04/06/16
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Device For Modifying The Shape Of A Body Organ	1708649	04/06/16
Device For Modifying The Shape Of A Body Organ	1708649	04/06/16
Device For Modifying The Shape Of A Body Organ		02/13/16
Device For Modifying The Shape Of A Body Organ	18153725.9	01/26/18
Tissue Shaping Device With Integral Connector And Crimp	7,794,496	09/14/10
Tissue Shaping Device With Integral Connector And Crimp	7,814,635	10/19/10
MV Annuloplasty Device With Twisted Anchor	9,526,616	12/27/16
	15/368,467	12/02/16
	15/639,426	06/30/17
Tissue Shaping Device	2006206254	05/24/12
Tissue Shaping Device	4926980	02/17/12
MV Annuloplasty Device With Vena Cava Anchor	7,503,932	03/17/09
MV Annuloplasty Device With Vena Cava Anchor	PCT/US2007/066411	04/11/07
Catheter Cutting Tool	8,006,594	08/30/11
Catheter Cutting Tool	8,250,960	08/28/12
Sizing Catheters	15/405,117	01/12/17
	US2018/012296	01/04/18
	15/453,734	03/08/17
Tissue Shaping Device	10327900	06/25/19
Tissue Shaping Device	11033257	06/15/21
Mitral Valve Annuloplasty Device With Twisted Anchor	11109971	09/07/21
Mitral Valve Annuloplasty Device With Twisted Anchor	11285005	03/29/22
Device And Method For Modifying The Shape Of A Body Organ	11311380	04/26/22
Mitral Valve Annuloplasty Device With Twisted Anchor	11318016	05/03/22
Methods And Devices For Reducing Paravalvular Leakage	11399939	08/02/22
Device And Method For Modifying The Shape Of A Body Organ	11452603	09/27/22
Sizing Catheters	11400256	08/02/22
Fixed Anchor And Pull Mitral Valve Device And Method	9408695	08/09/16
Tissue Shaping Device	9827099	11/28/17
Mitral Valve Annuloplasty Device With Twisted Anchor	10166102	01/01/19
Device and Method For Modifying The Shape Of A Body Organ	11782527	1/17/08
Tissue Shaping Device	16576025	1/9/20
Tissue Shaping Device	16450686	11/7/19
Tissue Shaping Device	15261612	12/29/16
Mitral Valve Annuloplasty Device With Twisted Anchor	17/655,974	03/02/22

EXHIBIT B

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	TMA774482	8/13/2010
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	004282521	1/26/2006
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIAC DIMENSIONS	2644124	10/29/2002
CARDIAC DIMENSIONS	IR 845587	2/8/2005
CARDIACDIMENSIONS.XXX (Blocking Domain)		
CARDIACDIMENSIONS.XXX (Blocking Domain)		
CARILLON	IR 852251	1/26/2005
CARILLON		
CARILLON		
CARILLON		
CARILLON	IR 852251	1/26/2005
CARILLON	004262689	1/20/2006
CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
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CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
CARILLON	IR 852251	1/26/2005
CARILLON	3584536	3/3/2009
CARILLON	IR 852251	1/26/2005
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM		
CARILLON MITRAL CONTOUR SYSTEM	TMA930464	3/3/2016
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
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CARILLON MITRAL CONTOUR SYSTEM	970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	970444	7/2/2008
CARILLON MITRAL CONTOUR SYSTEM	3667387	8/11/2009
CARILLON MITRAL CONTOUR SYSTEM	IR 970444	7/2/2008
MITRAL CONTOUR SYSTEM		
RESHAPING THE COURSE OF HEART FAILURE	6136148	08/25/2020