

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ClearFlow, Inc.		10/27/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Research Corporation Technologies, Inc.
<b>Street Address:</b>	5210 E. Williams Circle
<b>Internal Address:</b>	Suite 240
<b>City:</b>	Tucson
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85711
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Aphelion Medical Fund, L.P.
<b>Street Address:</b>	100 Tiburon Blvd.
<b>Internal Address:</b>	Suite 215
<b>City:</b>	Mill Valley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94941
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	California Technology Partners II, L.P.
<b>Street Address:</b>	670 N. Rosemead Blvd.
<b>Internal Address:</b>	Suite 201
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	3944788	PLEURAFLOW
<b>Registration Number:</b>	4079360	ACTIVE TUBE CLEARANCE
<b>Registration Number:</b>	4369554	ACTIVE CLEARANCE TECHNOLOGY
<b>Serial Number:</b>	86135040	ACT
<b>Serial Number:</b>	86214909	CATHETER CLEARANCE TECHNOLOGY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86214989	CLEARFLOW CATHETER CLEARANCE TECHNOLOGY
Serial Number:	86214818	

**CORRESPONDENCE DATA**

**Fax Number:** 5205294262

*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.*

**Phone:** 5207924800

**Email:** treckart@rllaz.com

**Correspondent Name:** Timothy J. Reckart

**Address Line 1:** 6363 N. Swan Road

**Address Line 2:** Suite 151

**Address Line 4:** Tucson, ARIZONA 85718

<b>ATTORNEY DOCKET NUMBER:</b>	33274
<b>NAME OF SUBMITTER:</b>	Timothy J. Reckart
<b>SIGNATURE:</b>	/Timothy J. Reckart/
<b>DATE SIGNED:</b>	11/12/2014

**Total Attachments: 2**

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**Extract of Security Agreement**  
**ClearFlow, Inc.**

The following is the pertinent extract of that certain Security Agreement entered into effective October 27, 2014 by ClearFlow, Inc., a Delaware corporation (the “Company”) in favor of each of the Secured Parties (as noted on the coversheet attached hereto), pursuant to that certain Convertible Note Purchase Agreement among the Company and the Secured Parties made effective October 27, 2014 (the “Purchase Agreement”).

**Grant of Security Interest.** As collateral security for the payment and performance in full of all of the Company’s obligations to the Secured Parties, of any kind or nature, arising or existing under or related to the Purchase Agreement (the “Obligations”), Company hereby grants, assigns, transfers and pledges to the Secured Parties a continuing general lien upon and a first priority security interest in the Collateral to secure the payment and performance of the Obligations. This security interest is specifically intended to be a continuing interest and shall cover Collateral in which the Company acquires an interest after the date of this Agreement as well as Collateral in which the Company now has an interest. This security interest shall continue until terminated as described in this Agreement. The security interest and lien created and provided for herein shall, without break in continuity and without further formality or act, continue in and attach to all proceeds of the Collateral no matter how and when arising and regardless of the nature thereof. The Secured Parties shall have the right to apply the Collateral and any proceeds therefrom to all or any part of the Obligations as and in the order the Secured Parties may elect, whether such Obligations are otherwise secured.



**Rights of the Secured Parties.** All rights of the Secured Parties and the security interest and lien granted hereunder, and all Obligations of the Company hereunder, and the Secured Parties’ rights in the Collateral shall be absolute and unconditional. The Secured Parties will have a fully perfected first priority security interest in the Collateral.

**No Sale.** Except as provided in the Purchase Agreement, the Company will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein (including, without limitation, a security interest), without the prior written consent of the Secured Parties except for sales in the ordinary course of business for fair value.

**No Liens.** The Company will keep the Collateral free from any adverse lien, security interest or encumbrance and shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

[CONTINUED ON NEXT PAGE]

The trademarks covered under the foregoing security agreement include:

	<b>APPLICATION OR REGISTRATION NUMBER</b>	<b>IDENTIFICATION OF MARK</b>
1	US 77573217 (Reg. No. 3944788)	PLEURAFLOW
2	US 85254240 (Reg. No. 4079360)	ACTIVE TUBE CLEARANCE
3	US 85570658 (Reg. No. 4369554)	ACTIVE CLEARANCE TECHNOLOGY
4	US 86135040	ACT
5	US 86214909	CATHETER CLEARANCE TECHNOLOGY
6	US 86214989	
7	US 86214818	
8	US 86167777	CLEARFLOW
9	CA 2609309 / TMA879780	PLEURAFLOW
10	EU 011475829	PLEURAFLOW