

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspire Bariatrics, Inc.		01/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85361371	ASPIREASSIST	
Serial Number:	85971704	ASPIRE	
Serial Number:	85971697	ASPIRE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153717		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	01/29/2015		
Total Attachments: 15			

OP \$90.00 85361371

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of January 28, 2015 by and between **ASPIRE BARIATRICS, INC.**, a Delaware corporation whose address is 3200 Horizon Drive, Suite 100, King of Prussia, Pennsylvania 19406 ("**Grantor**"), **HERCULES TECHNOLOGY III, L.P.**, a Delaware limited partnership, and the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (as defined below) (collectively, referred to as "**Lender**") and **HERCULES TECHNOLOGY GROWTH CAPITAL, INC.**, in its capacity as administrative agent for the Lender (in such capacity, the "**Agent**").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Lender, and Grantor dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Agent and Lender.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Agent and Lender, Grantor grants and pledges to Agent 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 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, 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.

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.

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 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. 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.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

ASPIRE BARIATRICS, INC.

By: 

Name: Katherine D. Crothall

Title: President and CEO

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 005449 FRAME: 0121

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:

ASPIRE BARIATRICS, INC.

By: _____

Name: _____

Title: _____

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: Christine Fera

Name: Christine Fera
Director of Contract

Title: Originations

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
Patent Cooperation Treaty	02/21/2014	PCT/US2014/017546			APPARATUS AND METHOD FOR DRAINING MATERIAL FROM A STOMACH	Filed
Canada	07/28/2005	2575162	12/09/2014	2575162	APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
European Patent Convention	07/28/2005	05778259.1			APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Filed
Japan	07/28/2005	2007-525656	11/18/2011	4865714	APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
Japan	07/28/2005	2011-32642	09/13/2013	5360917	APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
Australia	07/28/2005	2011242124	10/24/2013	2011242124	APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
Australia	07/28/2005	2011242131	12/05/2013	2011242131	APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
Canada	07/28/2005	2867814			APPARATUS AND METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Filed
Japan	08/03/2007	2009-522889	10/04/2013	5379001	APPARATUS FOR REMOVING FOOD FROM PATIENT'S STOMACH	Granted
Japan	08/03/2007	2013-102115			APPARATUS FOR REMOVING FOOD FROM PATIENT'S STOMACH	Filed
United States	07/27/2005	11/191449	10/19/2010	7815629	APPARATUS FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
United States	09/11/2012	13/610617			APPARATUS FOR TREATING OBESITY BY EXTRACTING FOOD	Allowed
European Patent Convention	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Belgium	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Denmark	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
Finland	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
France	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Germany	08/03/2007	11179952.4	11/12/2014	6020070393 05.1	CONNECTOR ASPECT	Granted
Ireland	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Italy	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Netherland	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Spain	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Sweden	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Switzerland	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
Great Britain	08/03/2007	11179952.4	11/12/2014	2420261	CONNECTOR ASPECT	Granted
European Patent Convention	08/03/2007	11179953.2			DRAINAGE SYSTEM ASPECT	Filed
Australia	08/23/2012	2012333089			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed
Brazil	08/23/2012	BR112014004 285.3			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed
Canada	08/23/2012	2846228			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed
European Patent Convention	08/23/2012	12845917.9			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed
Israel	08/23/2012	231059			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
United States	09/18/2014	14/239916			IMPROVED SKIN PORT CONNECTOR AND METHOD OF INSTALLATION	Filed
United States	07/27/2005	11/191466	06/22/2010	7740624	METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
United States	10/21/2009	12/603011			METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Allowed
United States	10/22/2009	12/604140	10/09/2012	8282623	METHOD FOR TREATING OBESITY BY EXTRACTING FOOD	Granted
United States	02/15/2007	11/675544	11/22/2011	8062285	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
United States	02/15/2007	11/675525	04/09/2013	8414561	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
United States	02/15/2007	11/675527	01/19/2010	7648479	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
United States	08/03/2007	11/890274	08/23/2011	8002758	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Australia	08/03/2007	2007281951	05/01/2014	2007281951	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Canada	08/03/2007	2659843			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
European Patent Convention	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Austria	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Belgium	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Czech Republic	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
Denmark	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
France	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Germany	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Greece	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Ireland	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Italy	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Netherlands	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Spain	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Sweden,	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Switzerland	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
United Kingdom	08/03/2007	07836484.1	07/20/2011	2068969	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
European Patent Convention	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
United States	04/01/2011	13/078838	01/21/2014	8632513	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
Hong Kong	05/30/2012	12105314.4			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
Japan	08/03/2007	2012-232652			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
United States	03/02/2013	13/783250	08/19/2014	8808221	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Canada	08/03/2007	2852273			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
United States	07/08/2014	14/325543			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
Belgium	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Denmark	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
France	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Germany	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Great Britain	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Ireland	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Italy	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Netherland	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted

Country	Appl. Date	Appl. No.	Issue Date	Pat. No.	Title	Status
Spain	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Sweden	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Switzerland	08/03/2007	11174532.9	12/31/2014	2389962	SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Granted
Japan	12/22/2014	2014-247787			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
Australia	08/03/2007	2013204990			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
Australia	08/03/2007	2013204988			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
Australia	08/03/2007	2013204987			SYSTEMS AND METHODS FOR REMOVING INGESTED MATERIAL FROM A STOMACH	Filed
European Patent Convention	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Belgium	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Denmark	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
France	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Germany	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Great Britain	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted

Country	Appln. Date	Appln. No.	Issue Date	Pat. No.	Title	Status
Ireland	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Italy	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Netherland	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Spain	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Sweden	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted
Switzerland	08/03/2007	11179954.0	12/24/2014	2412393	VALVE ASSEMBLY FOR ALTERNATELY PROVIDING AND PREVENTING ACCESS TO A FLUID PATHWAY	Granted

EXHIBIT C

Trademarks

Trademark	Country	Appl. Date	Appl. No	Reg. Date	Reg. No	Status
ASPIREASSIST	United States	07/01/2011	85/361371	06/04/2013	4347277	REGISTERED
ASPIREASSIST	European Community	07/07/2011	10105757	12/08/2011	10105757	REGISTERED
ASPIRE	United States	06/27/2013	85/971704	none	none	PENDING
ASPIRE MEDICAL	United States	06/27/2013	85/971697	none	none	PENDING

EXHIBIT D

Mask Works

None.