

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429332

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900406859

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLOWONIX MEDICAL INCORPORATED		05/12/2017	Corporation:

RECEIVING PARTY DATA

Name:	Pumpnickel Holdings LLC
Street Address:	One Maritime Plaza, Suite 2100
Internal Address:	c/o Farallon Capital Management, L.L.C.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2971195	FLUENT
Registration Number:	3247885	PROMETRA
Registration Number:	3661678	IMPLANTING CONFIDENCE
Registration Number:	4227126	FLOWONIX
Registration Number:	4882959	FAV
Registration Number:	5161637	PTC
Serial Number:	87379094	PROTOUCH

CORRESPONDENCE DATA

Fax Number: 2027197049

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: 2027197000

Email: award@wileyrein.com

Correspondent Name: Wiley Rein LLP

Address Line 1: 1776 K Street NW

Address Line 2: Trademark Administration

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	84787.0004
NAME OF SUBMITTER:	Rachel K. Hunnicutt
SIGNATURE:	/Rachel K. Hunnicutt #53094/
DATE SIGNED:	05/31/2017

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement, dated as of May 12, 2017 (as amended, extended, modified, restructured or renewed from time to time, the "**IP Security Agreement**"), between Flowonix Medical Incorporated, a Delaware corporation ("**Grantor**"), and Pumpnickel Holdings, LLC, in its capacity as administrative agent for the Lenders (together with any successors and assigns thereto in such capacity, "**Agent**").

WITNESSETH:

WHEREAS, Grantor is a party to that certain Loan and Security Agreement, dated as of May 12, 2017 (as amended, extended, modified, restructured or renewed from time to time, the "**Loan and Security Agreement**") by and among Grantor, the lenders from time to time party thereto and Agent, pursuant to which Grantor is required to execute and deliver this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Loan and Security Agreement, Grantor hereby agrees with Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Grantor hereby pledges and grants to Agent, for the benefit of itself and the Lenders, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**IP Collateral**"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "**Patents**"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

(b) all agreements providing for the granting of any right in or to Patents (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto;

(c) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule II

hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "**Trademarks**"); and

(d) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule II hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Waivers and Amendments, Successors and Assigns. None of the terms or provisions of this IP Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Agent, provided that any provision of this IP Security Agreement may be waived by Agent in a written letter or agreement executed by Agent or by telex or facsimile transmission from Agent. This IP Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Agent and its successors and assigns.


SECTION 5. Applicable Law. This IP Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 6. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

In Witness Whereof, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLOWONIX MEDICAL INCORPORATED

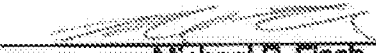
By: 
Name: Larry C. Heaton, II
Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

Accepted and Agreed:

PUMFERNICKEL HOLDINGS LLC
as Agent

By: Farallon Capital Management, L.L.C., its Manager

By: 
Name: Michael B. Fisch
Title: Managing Member

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006069 FRAME: 0860

SCHEDULE I
to
IP SECURITY AGREEMENT

PATENTS

Appl No.	Publication No.	Patent No.	Filed	Issued	Expiration	Title
11/906,826	2009-0093797	8,273,058	10/4/2007	9/25/2012	10/4/2027	Two-Way Accumulator Programmable Valve Pump
13/608,583	2013-0023857	8,696,627	9/10/2012	4/15/2014	10/4/2027	Two-Way Accumulator Programmable Valve Pump
10/180,708	2004-0002693	7,452,354	6/26/2002	11/18/2008	6/26/2022	Implantable Pump Connector for Catheter Attachment
11/008,446	2005-0096635	7,927,325	12/9/2004	4/19/2011	6/26/2022	Implantable Pump Connector for Catheter Attachment
12/556,184	2011-0060318	9,125,982	9/9/2009	9/8/2015	5/27/2032	Methods and Systems for Providing Metered Doses of a Compound to an Individual
12/074,570	2009-0227989	8,551,044	3/5/2008	9/18/2013	11/7/2029	Multiple Reservoir Implantable Drug Infusion Device and Method
12/288,659	2010-0089487	8,545,477	10/22/2008	9/11/2013	1/13/2030	Multiple Reservoir Implantable Drug Infusion Device and Method
12/220,593	2010-0021311	7,828,792	7/25/2008	11/9/2010	2/4/2029	MRI Compatible Programmable Valve Pump
09/481,298	--	6,764,472	1/11/2000	7/20/2004	1/11/2020	Implantable Refillable Infusion Device
10/169,821	2003-0208184	7,108,686	11/13/2002	9/19/2006	2/6/2022	Implantable, Refillable Infusion Device and Septum Replacement Kit
12/555,257	2010-0152713	9,180,282	9/8/2009	11/10/2015	9/30/2031	Implantable Drug Delivery System Having Periodic Drug Delivery Regimen to Avoid Granulomas
14/136,948	2014-0194851	<i>Pending</i>	12/20/2013	--	--	Flow Actuated Valve for Implantable Drug Delivery Device
15/098,631	2016-0303313	<i>Pending</i>	4/14/2016	--	--	Patient Programmer for Implantable Drug Delivery Device
15/098,663	2016-0303318	<i>Pending</i>	4/14/2015	--	--	Implantable Drug Delivery System with Flow Measurement Capabilities
14/171,840	2014-0228765	<i>Pending</i>	2/4/2014	--	--	Needle Penetration Detection Method and Device for Refillable and Implantable Drug Delivery Systems

SCHEDULE II
to
IP SECURITY AGREEMENT

TRADEMARKS

Appl No.	Registration No.	Filed	Registration Date	Mark
76/307,114	2971195	8/31/2001	7/19/2005	FLUENT
76/413,639	3247885	5/30/2002	5/29/2007	PROMETRA
77/410,879	3661678	3/3/2008	7/28/2009	IMPLANTING CONFIDENCE
85/382,401	4227126	7/27/2011	10/16/2012	FLOWONIX
86/490,191	4882959	12/24/2014	1/5/2016	FAV
86/526,799	5161637	2/6/2015	3/14/2017	PTC
87/379,094	Pending	3/21/2017	—	ProTouch