

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		05/02/2023	Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	CERUS ENDOVASCULAR LIMITED		
Street Address:	John Eccles House, Oxford Science Park		
City:	Oxford		
State/Country:	GREAT BRITAIN		
Postal Code:	OX4 4GP		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
Name:	CERUS ENDOVASCULAR, INC.		
Street Address:	47757 Fremont Boulevard		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6583936	CONTOUR NEUROVASCULAR SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	6172758374		
<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:	6177287100		
Email:	miranda.mitchell@dechert.com, BOSPatents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	One International Place, 40th Floor		
Address Line 2:	100 Oliver Street		
Address Line 4:	Boston, MASSACHUSETTS 02110-2605		
ATTORNEY DOCKET NUMBER:	194005		
NAME OF SUBMITTER:	Wenny Shen		

CH \$40.00 6583936

SIGNATURE:	/Wenny Shen/
DATE SIGNED:	05/02/2023
Total Attachments: 38	
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest, dated as of May 2, 2023, is made by **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, (“**Agent**”), in favor of **CERUS ENDOVASCULAR LIMITED**, a private limited company formed under the laws of England and Wales with registration number 07875938 and **CERUS ENDOVASCULAR, INC.**, a Delaware corporation (each, a “**Grantor**” and collectively, the “**Grantors**”):

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of February 3, 2023 (as may have been further amended, modified, restated, replaced, reaffirmed or supplemented from time to time, the “**IP Security Agreement**”; capitalized terms used herein have the definition provided for in the IP Security Agreement), attached hereto as Appendix 1 and recorded with the United States Patent and Trademark Office on February 11, 2023 at Reel/Frame No. 7967/0603 (Trademarks) and on February 11, 2023 at Reel/Frame No. 062665/0626 (Patents) wherein Grantors granted to Agent, on behalf of the Lenders, a security interest in and to all of its right, title and interest in all of Grantors’ intellectual property, including those listed on Exhibit A through D thereto;

WHEREAS, the Grantors have requested that Agent release its security interest in and to the patent assets as more particularly described on Schedule A attached hereto (the “**Released Patents**”).

WHEREAS, the Grantors have requested that Agent release its security interest in and to the trademark assets as more particularly described on Schedule B attached hereto (the “**Released Trademarks**”).

WHEREAS, the Grantors have requested that Agent release its security interest in and to the various intellectual property assets set forth in Sections (a) through (j) of the IP Security Agreement (together with the Released Patents and Released Trademarks, the “**Released IP Collateral**”).

NOW, THEREFORE, Agent, without recourse, representation or warranty and at Grantors’ sole cost and expense, hereby releases all of its right, title and interest in and to the Released IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its duly authorized officer as of the date first written above.

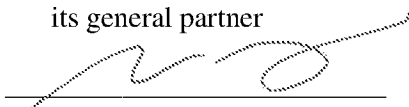
AGENT:

MIDCAP FINANCIAL TRUST

as Agent

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

Schedule A

Patents

(see attached)

Schedule B

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	AUSTRALIA	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	Genus 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	Genus 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	Genus 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	Genus 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 Status Report
37881 Cerus Endovascular Limited

FR Ref	Mark	Country	Filing Date	Appin	Reg Date	Reg No	Classes	Status
37881-0007AU2	CONTOUR NEUROVASCULAR SYSTEM	AUSTRALIA	12/30/2015	17533328	01/09/2018	17533328	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd. Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 12/30/2025 Action Description: RENEWAL DEADLINE</p>								
37881-0007EU2	CONTOUR NEUROVASCULAR SYSTEM	EUROPEAN UNION	02/11/2020	018195259	03/10/2020	018195259	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd. Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 02/11/2030 Action Description: RENEWAL DEADLINE</p>								
37881-0007GB2	CONTOUR NEUROVASCULAR SYSTEM	UNITED KINGDOM	02/11/2020	UK00918195259	03/10/2020	UK00918195259	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd. Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 02/11/2030 Action Description: RENEWAL DEADLINE</p>								

Trademark Status Report
37881 Cerus Endovascular Limited

FR Ref	Mark	Country	Filing Date	Appin	Reg Date	Reg No	Classes	Status
37881-0007002	CONTOUR NEUROVASCULAR SYSTEM	UNITED STATES	03/18/2019	88/344,703	12/07/2021	6,583,936	10	REGISTERED

Owner: Cerus Endovascular Ltd.

Owner of Record: Cerus Endovascular Ltd.

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

Next Deadline:	12/07/2027	Action Description:	DEC 15 FILED?
Next Deadline:	12/07/2027	Action Description:	DEC 8 DEADLINE

Confidential
 Kenneth.Winterbottom@deltek.com
 2022-09-28 21:37:35
 2022-09-28 21:37:35

Appendix 1

IP Security Agreement

(see attached)

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

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008057 FRAME: 0340

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

(see attached)

EXHIBIT C

Trademarks

(see attached)

TR File	Mark	Country	Filing Date	App No	Reg Date	Reg No	Classes	Status	All Goods Services	Owner	Next Deadline	Action Description	Priority Date	Priority Appl No
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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	Genus 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	Genus 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 Status Report
37881 Cerus Endovascular Limited

FR Ref	Mark	Country	Filing Date	Appin	Reg Date	Reg No	Classes	Status
37881-0007AU2	CONTOUR NEUROVASCULAR SYSTEM	AUSTRALIA	12/30/2015	17533328	01/09/2018	17533328	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd.</p> <p>Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 12/30/2025 Action Description: RENEWAL DEADLINE</p>								
37881-0007EU2	CONTOUR NEUROVASCULAR SYSTEM	EUROPEAN UNION	02/11/2020	018195259	03/10/2020	018195259	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd.</p> <p>Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 02/11/2030 Action Description: RENEWAL DEADLINE</p>								
37881-0007GB2	CONTOUR NEUROVASCULAR SYSTEM	UNITED KINGDOM	02/11/2020	UK00918195259	03/10/2020	UK00918195259	10	REGISTERED
<p>Owner: Cerus Endovascular Ltd.</p> <p>Owner of Record: Cerus Endovascular Ltd.</p> <p>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</p> <p>Next Deadline: 02/11/2030 Action Description: RENEWAL DEADLINE</p>								

Trademark Status Report
37881 Cerus Endovascular Limited

FR Ref	Mark	Country	Filing Date	Appin	Reg Date	Reg No	Classes	Status
37881-0007002	CONTOUR NEUROVASCULAR SYSTEM	UNITED STATES	03/18/2019	88/344,703	12/07/2021	6,583,936	10	REGISTERED

Owner: Cerus Endovascular Ltd.

Owner of Record: Cerus Endovascular Ltd.

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

Next Deadline:	12/07/2027	Action Description:	DEC 15 FILED?
Next Deadline:	12/07/2027	Action Description:	DEC 8 DEADLINE

Confidential
Kenneth.Winterbottom@deltek.com
2022-09-28 21:37:35

EXHIBIT D

Mask Works

None.

ANNEX A¹

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This Intellectual Property Security Agreement Supplement is entered into as of the [__] day of [____], 20[__] by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (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, and [____], a [____] (each such entity, a "Grantor" and collectively, the "Grantors").

RECITALS

A. Grantors are party to that certain Intellectual Property Security Agreement, by and among Agent and the Grantors, dated as of February 3, 2023 (as the same may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing IP Security Agreement"; capitalized terms used herein are used as defined in the Existing IP Security Agreement);

B. Grantors wish to amend the Existing IP Security Agreement by supplementing the Intellectual Property Collateral therein with the Intellectual Property listed on the exhibits hereto.

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 its obligations under the Credit Agreement, 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 (as defined in the Credit Agreement), whether now owned or hereafter created, acquired or held, including, without limitation, the following:

(a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(b) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto, as such exhibit may be further amended, modified or supplemented from time to time);

(c) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, as such exhibit may be further amended, modified or supplemented from time to time;

(d) Any and all Mask Works, including without limitation those set forth on Exhibit D attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; and

(e) 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.

¹ Note to draft: Annex A to be used to supplement the IP Security Agreement with new or revised intellectual property after the initial closing, in accordance with the updating requirements under the Credit Agreement

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.

Grantors hereby agree that the Intellectual Property listed on the exhibits hereto shall become a part of the Intellectual Property Collateral in the Existing IP Security Agreement and shall secure all obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing IP Security Agreement shall be deemed amended to add the Intellectual Property listed on the exhibits to this IP Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing IP Security Agreement.

The provisions of the Existing IP Security Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement Supplement.

[Signature Page Follows]

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

GRANTORS:

[_____]

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date



Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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		
Phone:	7036106100		
Email:	dctrademark@hoganlovells.com		
<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>			
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:	02/11/2023		
Total Attachments: 9			
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RECEIPT INFORMATION			
ETAS ID:	TM786235		
Receipt Date:	02/11/2023		
Fee Amount:	\$40		

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The coversheet of the assignment is displayed below.

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CERUS ENDOVASCULAR LIMITED	02/03/2023
CERUS ENDOVASCULAR, INC.	02/03/2023
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVE., SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	10130372
Patent Number:	11284901
Patent Number:	11389174
Patent Number:	10285711
Patent Number:	10869672
Patent Number:	11406404
Application Number:	17847856
Application Number:	16407957
Application Number:	17849125
Application Number:	16952756
Application Number:	16640142

Application Number:	17873551
CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
Phone:	7036106100
Email:	dctrademark@hoganlovells.com
<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>	
Correspondent Name:	GRETA D. FELDMAN OF HOGAN LOVELLS US LLP
Address Line 1:	8350 BROAD ST. 17TH FLOOR
Address Line 4:	TYSONS,, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	036639.000178
NAME OF SUBMITTER:	/GRETA D. FELDMAN/
Signature:	/Greta D. Feldman/
Date:	02/11/2023
Total Attachments: 9	
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RECEIPT INFORMATION	
EPAS ID:	PAT7792002
Receipt Date:	02/11/2023

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UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 14, 2023

PTAS

GRETA D. FELDMAN OF HOGAN LOVELLS US
LLP
8350 BROAD ST. 17TH FLOOR
TYSONS,, VA 22102

507744854

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 02/11/2023

REEL/FRAME: 062665/0626
NUMBER OF PAGES: 11

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 036639.000178

ASSIGNOR:

CERUS ENDOVASCULAR LIMITED

DOC DATE: 02/03/2023

ASSIGNOR:

CERUS ENDOVASCULAR, INC.

DOC DATE: 02/03/2023

ASSIGNEE:

MIDCAP FINANCIAL TRUST
7255 WOODMONT AVE., SUITE 200
BETHESDA, MARYLAND 20814

APPLICATION NUMBER: 14699188
PATENT NUMBER: 10130372
TITLE: OCCLUSION DEVICE

FILING DATE: 04/29/2015
ISSUE DATE: 11/20/2018

APPLICATION NUMBER: 15372128
PATENT NUMBER: 10285711
TITLE: OCCLUSION DEVICE

FILING DATE: 12/07/2016
ISSUE DATE: 05/14/2019

APPLICATION NUMBER: 16080626
PATENT NUMBER: 10869672
TITLE: OCCLUSION DEVICE

FILING DATE: 08/28/2018
ISSUE DATE: 12/22/2020

APPLICATION NUMBER: 16172157
PATENT NUMBER: 11284901
TITLE: OCCLUSION DEVICE

FILING DATE: 10/26/2018
ISSUE DATE: 03/29/2022

APPLICATION NUMBER: 16407957
PATENT NUMBER: 11471162
TITLE: OCCLUSION DEVICE

FILING DATE: 05/09/2019
ISSUE DATE: 10/18/2022

APPLICATION NUMBER: 16590821
PATENT NUMBER: 11389174
TITLE: OCCLUSION DEVICE

FILING DATE: 10/02/2019
ISSUE DATE: 07/19/2022

APPLICATION NUMBER: 16640142
PATENT NUMBER:
TITLE: OCCLUSION DEVICE

FILING DATE: 02/19/2020
ISSUE DATE:

APPLICATION NUMBER: 16796788
PATENT NUMBER: 11406404
TITLE: CLOT REMOVAL DISTAL PROTECTION METHODS

FILING DATE: 02/20/2020
ISSUE DATE: 08/09/2022

APPLICATION NUMBER: 16952756
PATENT NUMBER:
TITLE: OCCLUSION DEVICE

FILING DATE: 11/19/2020
ISSUE DATE:

APPLICATION NUMBER: 17847856
PATENT NUMBER:
TITLE: OCCLUSION DEVICE

FILING DATE: 06/23/2022
ISSUE DATE:

APPLICATION NUMBER: 17849125
PATENT NUMBER:
TITLE: OCCLUSION DEVICE

FILING DATE: 06/24/2022
ISSUE DATE:

APPLICATION NUMBER: 17873551
PATENT NUMBER:
TITLE: CLOT REMOVAL DISTAL PROTECTION METHODS

FILING DATE: 07/26/2022
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 14, 2023

PTAS

GRETA D. FELDMAN OF HOGAN LOVELLS US
LLP
8350 BROAD ST. 17TH FLOOR
TYSONS,, VA 22102

900749682

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/11/2023

REEL/FRAME: 7967/0603
NUMBER OF PAGES: 11

BRIEF: SECURITY INTEREST

ASSIGNOR:

CERUS ENDOVASCULAR LIMITED

DOC DATE: 02/03/2023

CITIZENSHIP: ENGLAND AND WALES

ENTITY: PRIVATE LIMITED COMPANY

ASSIGNOR:

CERUS ENDOVASCULAR, INC.

DOC DATE: 02/03/2023

CITIZENSHIP: DELAWARE

ENTITY: CORPORATION

ASSIGNEE:

MIDCAP FINANCIAL TRUST

CITIZENSHIP: DELAWARE

ENTITY: STATUTORY TRUST

7255 WOODMONT AVE., SUITE 200

BETHESDA, MARYLAND 20814

SERIAL NUMBER: 88344703

FILING DATE: 03/18/2019

REGISTRATION NUMBER: 6583936

REGISTRATION DATE: 12/07/2021

MARK: CONTOUR NEUROVASCULAR SYSTEM

DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION