

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acutus Medical, Inc.		05/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87115590	A	
Serial Number:	87245354	ACQBLATE	
Serial Number:	87115605	ACQDEMIC INSTITUTE	
Serial Number:	87115574	ACQDEMIC INSTITUTE	
Serial Number:	86757767	ACQGRAM	
Serial Number:	87246283	ACQGUIDE	
Serial Number:	86369370	ACQMAP	
Serial Number:	88020446	ACQPATCH	
Serial Number:	87392334	ACQREF	
Serial Number:	87100557	ACQTHERM	
Serial Number:	87795804	ACQTRACK	
Serial Number:	87366706	ACUTUS	
Serial Number:	85627482	ACUTUS MEDICAL	
Serial Number:	85627448	ACUTUS MEDICAL	
Serial Number:	87240235	ELECTROFUNCTIONAL	
Serial Number:	86027929	NEXT-IN-MAN	
Serial Number:	86027934	NIM	
Serial Number:	87240435	UNCOVER AF	

CH \$490.00 87115590

Property Type	Number	Word Mark
Serial Number:	87241909	UNCOVER AF

CORRESPONDENCE DATA

Fax Number: 2026626291

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: (202)662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street, NW

Address Line 2: Attn: Patent Docketing

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	034550.00058
NAME OF SUBMITTER:	Jennifer Augsburger
SIGNATURE:	/jenn augsburger/
DATE SIGNED:	05/21/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2019 (this “Agreement”), is made by Acutus Medical, Inc., a Delaware corporation (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of May 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between the Borrower, the Lenders (as defined therein), OrbiMed Royalty Opportunities II, LP, as Origination Agent, and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of May 20, 2019 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Lender, as follows:

Section 1 Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

Section 2 Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof, and all

common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each exclusive Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Section 3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 4 Release of Liens. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

Section 5 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6 Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,

administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

Section 7 Effective. This Agreement shall become effective when a counterpart hereof executed by the Grantor, shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (in “pdf,” “tiff” or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

ACUTUS MEDICAL, INC.

By: _____

Name: Vince Burgess

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006650 FRAME: 0521

Acutus Trademarks Report

Title	Country	Inside #	Product Category	Date Filed	Serial #	Date Registered	Company of Origin
A (Stylized-SM)	USA	ACU-714-US	041 - Educational services, namely, training related to medical devices for medical professionals	7/25/2016	87115590	4/24/2018	Acutus Medical, Inc.
ACCBlate Ablation Catheter (Word Mark-TM)	USA	ACU-702-US	010 - Catheter designed to deliver radiofrequency energy for the destruction of arrhythmogenic tissue.	9/15/2015	86757760		Acutus Medical, Inc.
ACCBlate (Word Mark-TM)	USA	ACU-721-US	010 - Catheter designed to deliver radiofrequency energy for the destruction of arrhythmogenic tissue	11/22/2016	87245354	10/24/2017	Acutus Medical, Inc.
ACCDermic Institute (Stylized-SM)	USA	ACU-713-US	041 - Educational services, namely, training related to medical devices for medical professionals	7/25/2016	87115805	5/15/2018	Acutus Medical, Inc.
ACCDermic Institute (Word Mark - SM)	USA	ACU-715-US	041 - Educational services, namely, training related to medical devices for medical professionals	7/25/2016	87115574	5/15/2018	Acutus Medical, Inc.
ACCGram (Word Mark-TM)	USA	ACU-703-US	010 - electrogram based on local charge source used to show segment of cardiac rhythm during mapping	9/15/2015	86757767	10/17/2017	Acutus Medical, Inc.
ACCGuide Steerable Sheath (Word Mark-TM)	USA	ACU-712-US	010 - sheath used to deliver diagnostic and therapeutic catheters during intravascular/ritracardiac procedures	9/15/2015	86757752		Acutus Medical, Inc.
ACCGuide (Word Mark-TM)	USA	ACU-722-US	010 - Medical devices, namely, intracardiac sheath used to deliver diagnostic and therapeutic catheters during intravascular and intracardiac procedures	11/23/2016	87246283	10/10/2017	Acutus Medical, Inc.
ACQMap (Word Mark - TM)	USA	ACU-701-US	010 - Medical apparatus for mapping cardiac activity, computerized medical recording and analysis apparatus for the diagnosis and treatment of arrhythmias and other cardiac abnormalities	8/18/2014	86569370	3/28/2017	Acutus Medical, Inc.
ACQPatch (Work Mark - TM)	USA	ACU-727-US	010 - Medical devices, namely, an impedance based, localization kit comprised of sensors used for recording electrical activity of a patient and navigation of electrophysiology catheters used for navigation of electrophysiology catheters	6/29/2018	88020446		Acutus Medical, Inc.
ACQRef (Word Mark-TM)	USA	ACU-725-US	010 - Medical apparatus for mapping cardiac activity, computerized medical recording and analysis apparatus for the diagnosis and treatment of arrhythmias and other cardiac abnormalities.	3/30/2017	87392334	4/24/2018	Acutus Medical, Inc.
ACQTherm (Word Mark-TM)	USA	ACU-716-US	010 - Medical devices, namely, RF ablation catheters	7/12/2016	87100557	6/19/2018	Acutus Medical, Inc.
ACQTrack (Word Mark-TM)	USA	ACU-728-US	009 - Medical software for processing medical information; medical software for displaying medical information; medical software for processing and displaying cardiac activity images; medical software for performing cardiac conduction pattern recognition.	2/13/2018	87795604		Acutus Medical, Inc.
Acusus (Word Mark-TM)	USA	ACU-724-US	010 - Medical devices using dipole density mapping technology for the treatment of cardiac arrhythmias; cardiac probes; cardiac electrodes; catheters for use in cardiac ablation; medical instruments for recording cardiac activity. . .	3/10/2017	87366708		Acutus Medical, Inc.
Acusus Medical (Stylized-TM)	USA	ACU-708-US	010 - Medical devices using dipole density mapping technology for the treatment of cardiac arrhythmias	5/16/2012	85627482	4/16/2013	Acutus Medical, Inc.

Acutus Medical (Word Mark-TM)	USA	ACU-707-US	010 - Medical devices using dipole density mapping technology for the treatment of cardiac arrhythmias	5/16/2012	85627448	Acutus Medical, Inc.
	Registered	ACUTM-707US		4/16/2013		
D-Kath	USA	ACU-709-US	010 - Medical devices using ultrasound and dipole density mapping for technology the diagnosis and treatment of cardiac arrhythmias	4/26/2013	85916471	Acutus Medical, Inc.
	Abandoned	ACUTM-709				
D-Katheter	USA	ACU-710-US	010 - Medical devices using ultrasound and dipole density mapping technology for the diagnosis and treatment of cardiac arrhythmias	4/26/2013	85916474	Acutus Medical, Inc.
	Abandoned	ACUTM-710				
Electrofunctional (Word Mark-TM)	USA	ACU-717-US	010 - Medical apparatus for mapping cardiac activity; computerized medical recording and analysis apparatus for the diagnosis and treatment of arrhythmias and other cardiac abnormalities	11/17/2016	87240235	Acutus Medical, Inc.
	Registered	ACUTM-717US		2/19/2019		
Next-In-Man (Word Mark-SM)	USA	ACU-705-US	024 - Providing medical and scientific research information in the field of trials clinical	8/2/2013	86027929	Acutus Medical, Inc.
	Registered	ACUTM-705		5/10/2016		
NIM (Word Mark-SM)	USA	ACU-706-US	024 - Providing medical and scientific research information in the field of clinical trials	8/2/2013	86027934	Acutus Medical, Inc.
	Registered	ACUTM-706		5/3/2016		
Robotic-Assist (Word Mark-TM)	USA	ACU-723-US	010 - Medical apparatus for diagnosing and treating cardiac tissue; medical imaging apparatus; medical and surgical catheters; medical ultrasound apparatus; medical apparatus for use in cardiac activity mapping; catheters for use in cardiac ablation...	12/8/2016	87261830	Acutus Medical, Inc.
	Abandoned	ACUTM-723				
The Katheter (Word Mark-TM)	USA	ACU-711-US	010 - Medical devices using ultrasound and dipole density mapping technology for the diagnosis and treatment of cardiac arrhythmias	4/26/2013	85916475	Acutus Medical, Inc.
	Abandoned	ACUTM-711				
TotalView (Word Mark-TM)	USA	ACU-704-US	010 - Medical devices using ultrasound and dipole density mapping technology for the diagnosis and treatment of cardiac arrhythmias	2/15/2013	85851465	Acutus Medical, Inc.
	Abandoned	ACUTM-704				
UNCOVER AF (Stylized-SM)	USA	ACU-719-US	042 - Providing medical and scientific research information in the field of clinical trials	11/17/2016	87240435	Acutus Medical, Inc.
	Registered	ACUTM-719		5/1/2018		
UNCOVER AF (Word Mark-SM)	USA	ACU-720-US	042 - Providing medical and scientific research information in the field of clinical trials	11/18/2016	87241909	Acutus Medical, Inc.
	Registered	ACUTM-720		5/1/2018		
UNCOVER-AF (Word Mark-SM)	USA	ACU-718-US	042 - Providing medical and scientific research information in the field of clinical trials	11/17/2016	87240343	Acutus Medical, Inc.
	Abandoned	ACUTM-718				

* = Allowed, not yet Registered

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Acutus Confidential Information