

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penumbra, Inc.		04/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	88141701	PENUMBRA ENGINE	
Serial Number:	88099882	REAL	
Serial Number:	88099878		
Serial Number:	88141724	PENUMBRA JET	
Serial Number:	88659946	MAX	
Serial Number:	88606422	BMX	
Serial Number:	88606417	LIGHTNING	
Serial Number:	88141733	NEURON MAX	
Serial Number:	88141719	NEURON	
Serial Number:	88188880	BMX96	
Serial Number:	87902263	REAL	
Serial Number:	87617996	ACE	
Serial Number:	87902274	RESOLVE. ENGAGE. ACHIEVE. LIVE.	
Serial Number:	87646665	SMART COIL	
Serial Number:	86218776	INHALE	
Serial Number:	86114449	PENUMBRA P	
Serial Number:	86114439	P	
Serial Number:	86694988	LANTERN	
Serial Number:	86325514	PENUMBRA SMART COIL	

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Property Type	Number	Word Mark
Serial Number:	86251860	POD
Serial Number:	86189523	INDIGO
Serial Number:	86627488	PENUMBRA SYSTEM
Serial Number:	86114431	P
Serial Number:	85727649	RUBY
Serial Number:	85310276	VELOCITY
Serial Number:	85177020	PENUMBRA P
Serial Number:	78890229	PENUMBRA SYSTEM
Serial Number:	77284023	PENUMBRA P

CORRESPONDENCE DATA

Fax Number:

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 North Wabash
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0310
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	04/24/2020

Total Attachments: 5

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 24, 2020 by and from PENUMBRA, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Penumbra, Inc., a Delaware corporation (the "Borrower"), the other Loan Parties party thereto from time to time, the Lenders, the Issuing Bank and the Grantee have entered into that certain Credit Agreement, dated as of April 24, 2020 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower have entered into that certain Pledge and Security Agreement, dated as of April 24, 2020 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant 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 of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PENUMBRA, INC.,
as Grantor

By: 
Maggie Yuen
Chief Financial Officer

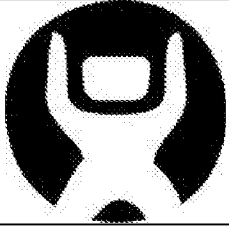
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Ling Li
Executive Director

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Mark	Country	Application No.	Application Date	Registration No.	Registration Date
PENUMBRA ENGINE	USA	88141701	1/3/2018		
REAL	USA	88099882	8/30/2018		
	USA	88099878	8/30/2018		
PENUMBRA JET	USA	88141724	10/3/2018		
MAX	USA	88659946	10/18/2019		
BMX	USA	88606422	9/5/2019		
LIGHTNING	USA	88606417	9/5/2019		
NEURON MAX	USA	88141733	10/3/2018		
NEURON	USA	88141719	10/3/2018		
BMX96	USA	88188880	11/9/2018		
REAL	USA	87902263	5/1/2018		
ACE	USA	87617996	9/21/2017		
RESOLVE. ENGAGE. ACHIEVE. LIVE.	USA	87902274	5/1/2018		
Penumbra Engine	USA	88141701	10/3/2018		
Penumbra JET	USA	88141724	10/3/2018		
SMART COIL	USA	87646665	10/16/2017	5469549	5/15/2018
INHALE	USA	86218776	3/12/2014	5453761	4/24/2018
PENUMBRA P	USA	86114449	11/8/2013	4717440	4/7/2015
P	USA	86114439	11/8/2013	4813510	9/15/2015
LANTERN	USA	86694988	7/16/2015	4990241	6/28/2016
PENUMBRA SMART COIL	USA	86325514	7/1/2014	4847087	11/3/2015
POD	USA	86251860	4/14/2014	4837607	10/20/2015
INDIGO	USA	86189523	2/10/2014	4576027	4/29/2014
PENUMBRA SYSTEM	USA	86627488	5/12/2015	4996044	7/12/2016
P	USA	86114431	11/8/2013	4713447	3/31/2015
RUBY	USA	85727649	9/12/2012	4467455	1/14/2014
VELOCITY	USA	85310276	5/2/2011	4286580	2/5/2013
PENUMBRA P	USA	85177020	11/15/2010	4109823	3/6/2012
PENUMBRA SYSTEM	USA	78890229	5/23/2006	3633499	6/2/2009
PENUMBRA P	USA	77284023	9/19/2007	3678273	9/8/2009