

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARBLEHEAD MEDICAL LLC		04/24/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	UNITED STATES SURGICAL CORPORATION		
Street Address:	c/o Medtronic, Inc.		
Internal Address:	710 Medtronic Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55432		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87656192	BOSSMAN	
Serial Number:	87656199	BOSS BALLOON OCCLUSION STROKE SHEATH	
Serial Number:	87656181	BOSS	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	07/24/2020		
Total Attachments: 8			
source=IP Security Agreement for MARBLEHEAD#page1.tif			

OP \$90.00 87656192

source=IP Security Agreement for MARBLEHEAD#page2.tif
source=IP Security Agreement for MARBLEHEAD#page3.tif
source=IP Security Agreement for MARBLEHEAD#page4.tif
source=IP Security Agreement for MARBLEHEAD#page5.tif
source=IP Security Agreement for MARBLEHEAD#page6.tif
source=IP Security Agreement for MARBLEHEAD#page7.tif
source=IP Security Agreement for MARBLEHEAD#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this "Agreement") is entered into as of April 24, 2020 by and between MARBLEHEAD MEDICAL LLC, a Minnesota limited liability company ("Grantor") and UNITED STATES SURGICAL CORPORATION, a Delaware corporation ("Lender").

RECITALS

A. Lender and Grantor are entering into a Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

B. The Obligations are secured by the Collateral, as defined in the Security Agreement, including without limitation, all of Grantor's Patents, Trademarks, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, and Copyrights (collectively, "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Lender a security interest in all of Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of Minnesota and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

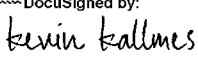
[SIGNATURE PAGE FOLLOWS]

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:

MARBLEHEAD MEDICAL LLC

DocuSigned by:

By: 

Name: Kevin Kallmes

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007007 FRAME: 0641

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.

LENDER:

UNITED STATES SURGICAL CORPORATION

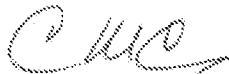
By: 
Name: **Christopher M. Cleary**
Title: Vice President

EXHIBIT A
TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
Copyright Applications and Registrations

1. None

EXHIBIT B

TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations and Applications

Description	Serial No.	Status	Filing Date	Jurisdiction	Owned/ Licensed ¹
BOSS - US provisional patent application	62/332,495	Converted	5/6/2016	USA	Licensed
BOSS - PCT patent application	PCT/US2017/031311	Pending	5/5/2017	Intl.	Licensed
BOSS & Baby BOSS - US provisional patent application	62/700,173	Converted	7/18/2018	USA	Partially owned; balance licensed
BOSS & Baby BOSS - PCT patent application	PCT/US2019/042181	Pending	7/17/2019	Intl.	Partially owned; balance licensed
BOSS Slender & BOSS Max - US provisional patent application	62/744,104	Converted	10/10/2018	USA	Partially owned; balance licensed
BOSS Slender & BOSS Max - PCT patent application	PCT/US2019/055451	Pending	10/9/2019	Intl.	Partially owned; balance licensed

¹ As of 1/16/20 and 4/8/20, Brady Hatcher and Randy Beyreis have assigned 100% of their interest to Marblehead Medical LLC in the patent applications for which they are inventors and/or hold any interest.

As of 1/16/20 and 4/10/20 David Kallmes has assigned 100% of his interest to Mayo Foundation for Medical Education and Research in the patent applications for which he is an inventor and/or holds any interest.

As of 1/16/20 and 4/8/20 Waleed Brinjikji has assigned 100% of his interest to Mayo Foundation for Medical Education and Research in the patent applications for which he is an inventor and/or holds any interest.

BOSS - Japan patent application	2018/558,196	Pending	11/5/2018	Japan	Partially owned; balance licensed
BOSS - EU patent application	17793452.8	Pending	11/7/2018	Europe	Partially owned; balance licensed
BOSS proximal vent hole - US provisional patent application	62/781,738	Converted	12/19/2018	USA	Partially owned; balance licensed
BOSS proximal vent hole - PCT patent application	PCT/US2019/067074	Pending	12/18/2019	Intl.	Partially owned; balance licensed
BOSS - US non-provisional patent application	16/319,764 ²	Pending	1/22/2019	USA	Licensed
BOSS 091 - US provisional patent application	62/816,766	Converted	3/11/2019	USA	Partially owned; balance licensed
BOSS inflation trough – provisional patent application	63/006,794	Pending	4/8/2020	USA	Partially owned; balance licensed

² U.S. Nonprovisional Application No. 16/319,764 ("the '764 application"), which is the U.S. national stage application of PCT/US2017/031311, was filed on January 22, 2019, after the 30-month filing deadline. In order to file a U.S. national stage application after the 30-month deadline, the application should be filed with a petition under 37 CFR 1.137(a). Accordingly, the '764 application was filed with a Petition for Revival of an International (PCT) Application for Patent Designating the U.S. Abandoned Unintentionally under 37 CFR 1.137(a). The USPTO granted the petition on January 29, 2019. Accordingly, the '764 application is now pending with the USPTO and is undergoing pre-exam processing.

BOSS textured surface – provisional patent application	63/006,830	Pending	4/8/2020	USA	Partially owned; balance licensed
--	------------	---------	----------	-----	-----------------------------------

EXHIBIT C

TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Serial Number	Application Filing Date	Status
BOSSMAN	87656192	10/23/17	Active
BOSS BALLOON OCCLUSION STROKE SHEATH	87656199	10/23/17	Active
BOSS	87656181	10/23/17	Suspended