

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
XOFT, INC.		10/08/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Easton Capital Partners, L.P.
Street Address:	767 Third Ave. 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3177488	XOFT
Registration Number:	3291367	XOFT
Serial Number:	77283846	XOFT IMBT
Registration Number:	3151376	AXXENT
Registration Number:	3414885	AXXENT
Serial Number:	85081466	EBX
Registration Number:	3272987	ELECTRONIC BRACHYTHERAPY SYSTEM
Registration Number:	3426315	FLEXISHIELD
Serial Number:	77283857	IMBT

**CORRESPONDENCE DATA**

Fax Number: (650)493-6811  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-496-7543  
 Email: nbouch@wsgr.com  
 Correspondent Name: WSGR, c/o Nancy Bouch, Senior Paralegal

**900173647**

**TRADEMARK  
 REEL: 004294 FRAME: 0141**

**CH \$240.00 3177488**

Address Line 1: 650 Page Mill Road  
Address Line 2: FH 2-1 P10  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	24981.029
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	10/11/2010

**Total Attachments: 8**

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**GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

THIS GRANT OF SECURITY INTEREST, dated as of October 8, 2010, is executed by XOFT, INC., a Delaware corporation (“Debtor”), in favor of EASTON CAPITAL PARTNERS, L.P., as collateral agent (“Collateral Agent”) for the benefit of the entities set forth on the signature pages to the Security Agreement (as defined below)

Recitals

A. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the “Security Agreement”), by and among Debtor, the entities set forth on the signature pages thereto and the Collateral Agent;

B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the “Patents”);

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the “Trademarks”);

D. Debtor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the “Copyrights”);

E. Schedule A, Schedule B, and Schedule C hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Debtor hereby grants to Collateral Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Debtor in and to the following property (collectively, the “Collateral”):

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and

registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: Easton Capital Partners, L.P.  
767 Third Ave. 7th Floor  
New York, NY 10017

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

Xoft, Inc.

By: 

Michael Klein

President and Chief Executive Officer

Xoft  
Security Interest

TRADEMARK  
REEL: 004294 FRAME: 0145

**SCHEDULE A**

**PATENTS OF XOFT, INC.**

<b>Title</b>	<b>Date Issued</b>	<b>Patent No.</b>	<b>Atty Docket</b>
Vascular X-ray Probe	2001-11-20	6,319,188	506P
Radiation for inhibiting hyperplasia after intravascular intervention	2002-05-21	6,390,967	TTC100US
Combination x-ray radiation and drug delivery devices and methods for inhibiting hyperplasia	2003-03-25	6,537,195	TTC400US
Miniature x-ray tube with micro cathode	2006-01-17	6,987,835	577P
High voltage cable for a miniature x-ray tube	2006-01-24	6,989,486	694P
Combination ionizing radiation and radiosensitizer delivery devices and methods for inhibiting hyperplasia	2006-03-28	7,018,371	794P
Combination ionizing radiation and immunomodulator delivery devices and methods for inhibiting hyperplasia	2006-05-09	7,041,046	795P
Miniature x-ray tube cooling system	2006-10-24	7,127,033	687P
Extractor cup on a miniature x-ray tube	2006-10-31	7,130,380	688P
Extractor cup on a miniature x-ray tube	2006-10-31	7,130,381	688-1
Anode assembly for an x-ray tube	2007-01-02	7,158,612	629P
Method for radiation treatment	2008-01-29	7,322,929	660P
Gynecological brachytherapy applicator and system	2008-03-04	7,338,430	716P
Treatment of age-related macular degeneration	2008-04-01	7,351,193	663-1
Real time verification in radiation treatment	2009-04-07	7,513,861	759P
Gross Pathology Breast Map	2009-08-11	7,571,728	814P
Brachytherapy applicator for delivery and assessment of low-level ionizing radiation therapy and methods of use	2009-08-25	7,578,780	762P
Customized gynecological brachytherapy applicator and method	2010-06-29	7,744,521	824P
Radiation treatment using x-ray source	2010-08-24	7,783,006	708P
Radiation blocking patch for radio-therapy	2010-06-01	7,726,318	773P

<b>Title</b>	<b>Date Issued</b>	<b>Patent No.</b>	<b>Atty Docket</b>
Radiation therapy apparatus with selective shielding capability	2010-03-30	7,686,755	775P
Balloon brachytherapy applicator and method	2010-06-01	7,727,137	807P
Gross pathology breast map	2009-08-11	7,571,728	814P
Customized gynecological brachytherapy applicator and method	2010-03-16	7,678,040	824-1
Method and apparatus for modifying distance from a brachytherapy radiation source to sensitive anatomic structures	2010-08-10	7,771,340	839P

PATENT APPLICATIONS OF XOFT, INC.

<b><u>Title</u></b>	<b><u>Publication Date</u></b>	<b><u>Publication No.</u></b>	<b><u>Atty Docket</u></b>
"CONFIDENTIAL - INTENTIONALLY OMITTED"			
Treatment Of Lesions Or Imperfections In Skin, Near-Skin Or In Other Anatomic Tissues, Including Direct Visualization	03/25/10	2010/0074407	881P
Applicators For Brachytherapy Treatment	01/28/10	2010/0022818	879P
Applicators And Methods For Intraoperative Treatment Of Proliferative Diseases Of The Breast	12/03/09	2009/0299124	865P
Vaginal Applicator For Brachytherapy Treatment Of Vaginal And Endometrial Disease	09/10/09	2009/0227827	862P
"CONFIDENTIAL - INTENTIONALLY OMITTED"			
Brachytherapy Apparatus And Method Using Off-Center Radiation Source	09/04/08	2008/0214887	859P
Radiation Sensor Arrays For Use With Brachytherapy	05/27/10	2010/0127181	858P
Adjuvant Brachytherapy Apparatus And Method For Use With Kyphoplasty	08/20/09	2009/0209803	853P
Brachytherapy Apparatus And Method For Use W/ Minimally Invasive Surgeries Of The Lung	04/30/09	2009/0112047	851P
Proportional Attenuation Of Radiation In Brachytherapy Treatment	08/27/09	2009/0216062	849P
Brachytherapy Apparatus And Method	04/30/09	2009/0112046	847P

<u>Title</u>	<u>Publication Date</u>	<u>Publication No.</u>	<u>Atty Docket</u>
Using Rotating Radiation Source			
Method For Adaptive Radiation Treatment Of Breast Tissue Surrounding A Cancer Resection Cavity Of Arbitrary Shape	06/26/08	2008/0154085	841P
Method For Modifying Skin Distance From A Brachytherapy Balloon Applicator	12/04/08	2008-0300443	834P
Everting Gynecological Brachytherapy Applicator And Method	12/11/08	2008/0306323	830-1
Everting Gynecological Brachytherapy Applicator	12/11/08	2008/0306322	830P
Brachytherapy Applicator	03/31/05	2005/0070753	813P
"CONFIDENTIAL - INTENTIONALLY OMITTED"			
Combination Ionizing Radiation And Radiosensitizer Delivery Devices And Methods For Inhibiting Hyperplasia	06/09/05	2005/0124844	794-1
Treatment Of Lesions Or Imperfections In Mammalian Skin Or Near-Skin Tissues Or In Or Near Other Anatomic Surfaces	06/21/07	2007/0140426	766P
Endoscopic/ Percutaneous Electronic Radiation Applicator And Method Of Use	01/03/08	2008/0004524	763P
"CONFIDENTIAL - INTENTIONALLY OMITTED"			
Gynecological Brachytherapy Applicator And System	07/10/08	2008/0167514	716-1
Radiation Treatment Using X-Ray Source	01/03/08	2008/0004479	708-1
Applicator For Radiation Treatment Of A Cavity	04/14/05	2005/0080313	667P



## SCHEDULE B

### TRADEMARK APPLICATIONS OF XOFT, INC.

October 7, 2010

- **“XOFT”**, intent to use application for U.S. registration, Serial No. 76/611,747, filed 9/16/04. Reg. No. 3,177,488 issued 11/28/06.
- **“XOFT” and Design**, intent to use application for U.S. registration, Serial No. 76/642,371, filed 7/7/05. Reg. No. 3,291,367 issued 9/11/07.
- **“XOFT IMBT”**, intent to use application for U.S. registration, Serial No. 77/283,846, filed 9/19/07. Notice of allowance mailed 5/20/08.
- **“XOFT”**, Community Trade Mark Registration in Europe, No. 002103471, with effect from 2/23/01.
- **AXXENT**, intent to use application for U.S. trademark registration, Serial No. 76/617,614, filed 10/26/04. Reg. No. 3,151,376 issued 10/3/06.
- **“AXXENT” and Design**, intent to use application for U.S. trademark registration, Serial No. 76/642,370, filed 7/7/05. Reg. No. 3,414,885 issued 4/22/08.
- **“eBx”**, intent to use application for U.S. trademark registration, Serial No. 85/081,466, filed 7/9/10.
- **“ELECTRONIC BRACHYTHERAPY SYSTEM”**, use application for U.S. trademark registration, Serial No. 76/662,830, filed 7/11/06. Reg. No. 3,272,987 issued 7/31/07.
- **“FLEXISHIELD”**, use application for U.S. trademark registration, Serial No. 77/267,570, filed 8/29/07. Reg. No. 3,426,315 issued 5/13/08.
- **“IMBT”**, intent to use application for U.S. trademark registration, Serial No. 77/283,857, filed 9/19/07.

SCHEDULE C  
COPYRIGHTS OF XOFT, INC.

Description

Registration Date

Registration No.

NONE