

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
Superdimension Ltd.		03/31/2010	Company: ISRAEL

RECEIVING PARTY DATA

Name:	Oxford Finance Corporation
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2971029	SUPERDIMENSION
Registration Number:	3496635	SUPERTRAX
Registration Number:	3528412	INREACH
Serial Number:	77772274	ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY
Serial Number:	77777925	SPOT ON YOUR LUNG
Serial Number:	77799112	ILOGIC
Serial Number:	77822251	AIRWAY SYNC
Serial Number:	77941433	EDGE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson
 Address Line 1: 1090 Vermont Avenue NW, Suite 430

900196729

**TRADEMARK
 REEL: 004580 FRAME: 0001**

CH \$215.00 2971029

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 841964-5

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 07/12/2011

Total Attachments: 12

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SUPERDIMENSION LTD.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other COMPANY _____

Citizenship (see guidelines) ISRAEL _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) MARCH 31, 2010 _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: OXFORD FINANCE CORPORATION _____

Internal Address: _____

Street Address: 133 NORTH FAIRFAX STREET _____

City: ALEXANDRIA _____

State: VIRGINIA _____

Country: UNITED STATES Zip: 22314 _____

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DELAWARE _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE EXHIBIT C

B. Trademark Registration No.(s)

SEE EXHIBIT C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CORPORATION SERVICE COMPANY _____

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS _____

City: NEW YORK _____

State: NEW YORK Zip: 10036 _____

Phone Number: 212-299-5600 _____

Fax Number: 212-299-5656 _____

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____


- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

July 11, 2011

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 31, 2010 by and between (a) **OXFORD FINANCE CORPORATION**, a Delaware corporation with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent (the "**Agent**"), for the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined below) (the "**Lenders**"), and (b) **SUPERDIMENSION LTD.**, a company incorporated under the laws of the State of Israel ("**Grantor**").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to superDimension Inc., a Delaware corporation and wholly-owned subsidiary of Grantor ("**Borrower**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lenders, the Agent, Borrower, and Grantor, of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor enter into an Unconditional Guaranty (the "**Guaranty**") of even date herewith in favor of the Agent and the Lenders, the obligations of which are secured by a security interest granted by Grantor to Agent, for the ratable benefit of the Lenders, and to each Lender in, among other property, certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Guaranty.

B. Pursuant to the terms of certain of the Loan Documents, Grantor has granted to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the 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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Guaranty, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in all of Grantor's right, title and interest in, to and under any of Grantor's intellectual property that (a) Grantor has applied for registration in the United States, (b) has been registered in the United States, or (c) has been issued in the United States (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following categories of Intellectual Property Collateral:

(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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (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 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.

2. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

New York law governs this Agreement without regard to principles of conflicts of law. Grantor, Lenders and Agent each submit to the exclusive jurisdiction of the State and Federal courts in the City of New York, Borough of Manhattan. NOTWITHSTANDING THE FOREGOING, AGENT AND LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT AND LENDERS DEEM NECESSARY OR APPROPRIATE TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE AGENT'S AND LENDERS' RIGHTS AGAINST GRANTOR OR ITS PROPERTY. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in Section 10 of the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantor's actual receipt thereof or three (3) days after deposit in the U.S. mails, first class, registered or certified mail return receipt requested, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, AGENT, AND LENDERS EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE

LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

3. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement.

4. Miscellaneous. This security interest is granted in conjunction with the security interest granted by Grantor to the Agent and the Lenders under certain of the Loan Documents. The rights and remedies of the Agent and the Lenders with respect to the security interest granted hereby are as set forth in the Loan Documents, and those which are now or hereafter available to the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent and the Lenders provided for in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by the Agent and the Lenders of any one or more of the rights, powers or remedies provided for in the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Agent or any Lender, of any or all other rights, powers or remedies.

[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:

Address of Grantor:

161 Cheshire Lane, Suite 100,
Plymouth, Minnesota 55441
Attn: Richard J. Buchholz

SUPERDIMENSION LTD.

By: 

Title: President & CEO

AGENT:

Address of Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

OXFORD FINANCE CORPORATION,
as Agent and as a Lender

By: _____

Title: _____

[Signature Page to the Intellectual Property Security Agreement]

TRADEMARK
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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:

Address of Grantor:

SUPERDIMENSION LTD.

161 Cheshire Lane, Suite 100,
Plymouth, Minnesota 55441
Attn: Richard J. Buchholz

By: _____

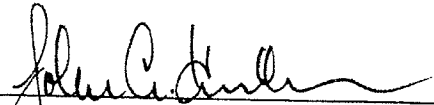
Title: _____

AGENT:

Address of Agent:

OXFORD FINANCE CORPORATION,
as Agent and as a Lender

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: General Counsel

By:  _____

Title: Vice President & General Counsel

[Signature Page to the Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

<u>Title</u>	<u>Serial Number</u>	<u>Patent/ Publication Number</u>	<u>Issue/ Publication Date</u>
System And Method of Recording And Displaying In Context Of An Image A Location Of At Least One Point-Of-Interest In A Body During An Intra-Body Medical Procedure	09/179,827	6,226,543	5/1/2001
Wireless Six-Degree-of-Freedom Locator	09/210,541	6,188,355	2/13/2001
Six-Degree-Of-Freedom Tracking System Having A Passive Transponder On The Object Being Tracked	09/367,318	6,380,732	4/30/2002
Intrabody Navigation System For Medical Applications	09/463,177	6,593,884	7/15/2003
System And Method For Determining The Location Of A Catheter During An Intra-Body Medical Procedure	09/463,176	6,711,429	3/23/2004
System And Method Of Recording And Displaying In Context Of An Image A Location Of At Least One Point-Of-Interest In A Body During An Intra-Body Medical Procedure	09/838,238	6,558,333	5/6/2003
Multiple-Electrode Catheter Assembly And Method Of Operating Such A Catheter Assembly	10/137,415	6,887,236	5/3/2005
Six-Degree Tracking System	09/860,484	2001/0038354	11/8/2001
Object Tracking Using A Single Sensor Or A Pair Of Sensors	09/819,676	6,615,155	9/2/2003
Linking Of An Intra-Body Tracking System To External Reference Coordinates	09/830,484	6,574,498	6/3/2003
Navigable Catheter	09/879,109	6,947,788	9/20/2005
Method And System For Displaying Cross-Sectional Images Of A Body	09/959,837	6,996,430	2/7/2006
Steering Configuration For Catheter With Rigid Distal Device	10/009,762	6,702,780	3/9/2004
Intrabody Navigation System For Medical Applications	10/408,123	7,555,330	6/30/2009
Intrabody Navigation System For Medical Applications	10/397,358	6,833,814	12/21/2004
Endoscope Structures And Techniques For	10/491,099	7,233,820	6/19/2007

Navigating To A Target In Branched Structure			
Methods For Localized Intra-Body Treatment Of Tissue	11/571,796	2008/0167639	7/10/2008
System Of Accessories For Use With Bronchoscope	10/571,793	2007/0276180	11/29/2007
System And Method Of Recording And Displaying In Context Of An Image A Location Of At Least One Point-Of-Interest In A Body During An Intra-Body Medical Procedure	11/427,353	2007/0232896	10/4/2007
Computerized Game Board	08/603,627	5,853,327	12/29/1998
System And Method For Image-Based Alignment Of An Endoscope	11/568,260	2008/0262297	10/23/2008
Adaptive Navigation Technique For Navigating A Catheter Through A Body Channel Or Cavity	11/939,537	2008/0118135	5/22/2008
Integrated Multi-Functional Endoscopic Tool	12/501,330	2010/0016757	1/21/2010
Bronchoscope Adapter	12/233,933	2009/0088600	4/2/2009
CT-Enhanced Fluoroscopy	12/056,123	2008/0262342	10/23/2008
Target Identification Tool For Intra Body Localization	12/362,421	2009/0240140	9/24/2009
Patient Breathing Modeling	12/170,385	2009/0156951	6/18/2009
Endoscope Structures And Techniques For Navigating To A Target In Branched Structure	11/765,330	2007/0293721	12/20/2007
Controlled Perspective Guidance Method	12/369,466	2009/0209817	8/20/2009
Magnetic Interference Detection System And Method	12/417,381	2009/0284255	11/19/2009
Directional Anchoring Mechanism, Method And Applications Thereof	12/271,175	2009/0240198	9/24/2009
Lateral Deployment Catheter	12/564,833		
Automatic Pathway And Waypoint Generation And Navigation Method	12/466,238	2010/0008555	1/14/2010
Feature-Based Registration Method	12/476,976	2010/0030064	2/4/2010
Hybrid Registration Method	12/478,573	2010/0034449	2/11/2010
Biopsy Tools	12/643,917		
Locatable Catheter	61/167,839		
Endoscope Structures And Techniques For Navigating To A Target In A Branched Structure	12/723,577		
Lung Nodule Management	12/725,388		
Automatic Registration Technique	61/178,437		

System And Method Of Recording And Displaying In Context Of An Image A Location Of At Least One Point-Of-Interest In A Body During An Intra-Body Medical Procedure	12/503,045	2010/0016709	1/21/2010
Methods And Systems For Performing Medical Procedures With Reference To Projective Image And With Respect To Pre-Stored Images	12/490,237	2009/0264729	10/22/2009
System Of Accessories For Use With Bronchoscope	12/629,852		
System Of Accessories For Use With Bronchoscope	12/629,857		
System Of Accessories For Use With Bronchoscope	12/629,862		
Region-Growing Algorithm	61/300,423		

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
SUPER DIMENSION	76/139,192	2,971,029	7/19/2005
SUPERTRAX	77/163,439	3,496,635	9/2/2008
INREACH	77/201,696	3,528,412	11/4/2008
ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY	77/772,274		
SPOT ON YOUR LUNG	77/777,925		
ILOGIC	77/799,112		
AIRWAY SYNC	77/822,251		
EDGE	77/941,433		

EXHIBIT D

Mask Works

NONE.

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2795846 v02 03/16/2010

RECORDED: 07/12/2011

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