

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
Faxitron Bioptics, LLC		07/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	New Spring Mezzanine Capital, L.P.		
Street Address:	555 East Lancaster Avenue, Suite 444		
Internal Address:	Radnor Financial Center		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0837529	FAXITRON	
Registration Number:	2192301	MICRO 50	
CORRESPONDENCE DATA			
Fax Number:	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412.454.5000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	50th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2502		
ATTORNEY DOCKET NUMBER:	120041.34		
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45,111		

OP \$65.00 0837529

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**TRADEMARK
 REEL: 004596 FRAME: 0104**

Signature:	/James M. Singer/
Date:	08/02/2011
Total Attachments: 4 source=Faxitron_IP_Security_Agreement#page1.tif source=Faxitron_IP_Security_Agreement#page2.tif source=Faxitron_IP_Security_Agreement#page3.tif source=Faxitron_IP_Security_Agreement#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated July 18, 2011, is made by Faxitron Bioptics, LLC, a Delaware limited liability company (the “Grantor”), in favor of New Spring Mezzanine Capital, L.P., a Delaware limited partnership (the “Lender”).

WHEREAS, Pursuant to a Subordinated Loan and Unit Purchase Agreement by and among Faxitron X-Ray LLC, a Delaware limited liability company (“Faxitron X-Ray”), Faxitron Bioptics, LLC, a Delaware limited liability company (“Faxitron Bioptics” and together with Faxitron X-Ray, each a “Borrower” and collectively, the “Borrowers”), Faxitron Investors, LLC, a Delaware limited liability company (“Faxitron Investors”), Bioptics, Inc., an Arizona corporation (“Bioptics”, and together with Faxitron Investors, each a “Guarantor” and collectively, the “Guarantors”) and Investor dated as of March 9, 2007 (as amended by Letter Agreement dated March 16, 2011 and by Amendment No. 2 to and Consent and Waiver under Subordinated Loan and Unit Purchase Agreement dated of even date herewith, and as it may be amended, restated or modified from time to time, the “Loan and Purchase Agreement”), the Investor has extended to Borrowers a senior subordinated term loan in the aggregate principal amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) evidenced by a senior subordinated promissory note, as modified by an allonge dated of even date herewith; and

WHEREAS, it is a condition to the Lender’s continuing the loan to the Grantor under the Loan and Purchase Agreement that the Grantor grant a security interest to Lender in, among other property, intellectual property of Grantor and execute this Intellectual Property Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan and Purchase Agreement.

Section 2. Grant of Security. Grantor hereby grants to Lender a security interest in and to all of Grantor’s right, title and interest and to the following (the “Collateral”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule I hereto, and (ii) all reissues, extensions or renewals thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of

Grantor to the Lender or to any affiliate of the Lender, individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured due or to become due, contractual or tortuous, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of any of the Loan and Purchase Agreement, the Note, and any other Loan Document, whether incurred by Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys' fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by Lender in any way in connection with any of the Obligations (as defined in the Security Agreement described in the Loan and Purchase Agreement) or any collateral security therefore.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan and Purchase Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan and Purchase Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be
duly executed and delivered by its officer thereunto duly authorized as of the date first above
written.

FAXITRON BIOPTICS, LLC

By: 

Name: Paul Murtagh

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004596 FRAME: 0108

SCHEDULE I
TRADEMARKS

Reg. No.	Mark	Filing Date	Reg. Date	Country
837529	FAXITRON	9/30/66	10/24/67	United States
2192301	MICRO 50	9/12/97	9/29/98	United States