

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	3rd Amendment to IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superdimension Ltd.		10/31/2011	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	LLC: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85385588	ENB	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	202-408-3121 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	969611 005+010		
NAME OF SUBMITTER:	Jody Berg		
Signature:	/Jody Berg/		
Date:	11/04/2011		

CH \$40.00 85385588

Total Attachments: 7

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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 Israel

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Oxford Finance LLC

Internal _____

Address: _____

Street Address: 133 North Fairfax Street

City: Alexandria

State: VA

Country: USA Zip: 22314

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

Other LLC Citizenship Delaware

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)

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

Execution Date(s) October 31, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other 3rd Amendment to IPSA

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

A. Trademark Application No.(s)
See Exhibit B

B. Trademark Registration No.(s)
See Exhibit B

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: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

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

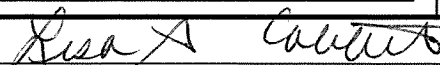
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

11/4/11

Date

Lisa A. Cobbett

Name of Person Signing

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

EXECUTION VERSION

**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of the 31st day of October, 2011, by and between (a) **OXFORD FINANCE LLC**, a Delaware limited liability company (as successor in interest to **OXFORD FINANCE CORPORATION**, a Delaware corporation) with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent ("**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**") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of March 31, 2010 as amended by the First Amendment to Intellectual Property Security Agreement dated April 28, 2011 and the Second Amendment to Intellectual Property Security Agreement dated July 6, 2011 (as amended, the "**IP Agreement**"), pursuant to which Grantor granted and pledged 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 the Intellectual Property Collateral described therein; and

WHEREAS, Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Agent.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Amendment to Exhibit B.** **Exhibit B** to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on **Exhibit A**, annexed hereto and incorporated herein by reference.
3. **Amendment to Exhibit C.** **Exhibit C** to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on **Exhibit B**, annexed hereto and incorporated herein by reference.
4. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

New York law governs this Amendment 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 AMENDMENT, 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 AMENDMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

5. Counterparts. This Amendment 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.
6. 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 Amendment 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: VP, CFO

AGENT:

Address of Agent:

**OXFORD FINANCE LLC (as successor in
interest to OXFORD FINANCE
CORPORATION),**
as Agent and as a Lender

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

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment 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: _____

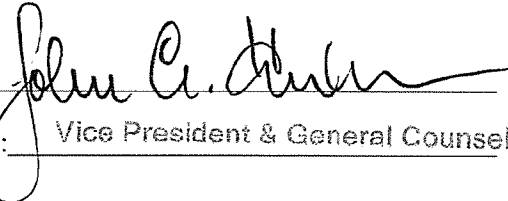
Title: _____

AGENT:

Address of Agent:

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

**OXFORD FINANCE LLC (as successor in
interest to OXFORD FINANCE
CORPORATION),**
as Agent and as a Lender

By:  _____

Title: Vice President & General Counsel

Exhibit A

PATENTS

<u>Title</u>	<u>Serial Number</u>	<u>Patent/Publication Number</u>	<u>Issue/Publication Date</u>
Endoscope Structures And Techniques For Navigating To A Target In Branched Structure	11/765,330	7,998,062	8/16/2011
Locatable Catheter	12/755,332	US-2011-0207997-A1	8/25/2011
Region-Growing Algorithm	13/019,261	US-2011-0206253-A1	8/25/2011
Endoscope Structures And Techniques For Navigating To A Target In Branched Structure	13/157,283	US-2011-0237897-A1	9/29/2011

Endo
11/7

33

Endo
13/1

33

Endo
13/1

Exhibit B

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENB	85/385,588	Unassigned	Unassigned