

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
NeoVista, Inc.		01/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	83 Wooster Heights, Fifth Floor
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3920172	ANV
Registration Number:	3920169	
Registration Number:	3920155	VIDION
Registration Number:	3390863	NEOVISTA
Registration Number:	3377195	

CORRESPONDENCE DATA

Fax Number: (415)591-1400
 Phone: (415) 591-1000
 Email: achan@winston.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Winston & Strawn LLP
 Address Line 1: 101 California Street, Suite 3900
 Address Line 2: Attn: Angela Chan
 Address Line 4: San Francisco, CALIFORNIA 94111

CH \$140.00 3920172

ATTORNEY DOCKET NUMBER:	250022.00211
NAME OF SUBMITTER:	Randy Rogers
Signature:	/Randy Rogers/
Date:	02/02/2012
Total Attachments: 8 source=Fully_Executed_NeoVista_IPSA_#page1.tif source=Fully_Executed_NeoVista_IPSA_#page2.tif source=Fully_Executed_NeoVista_IPSA_#page3.tif source=Fully_Executed_NeoVista_IPSA_#page4.tif source=Fully_Executed_NeoVista_IPSA_#page5.tif source=Fully_Executed_NeoVista_IPSA_#page6.tif source=Fully_Executed_NeoVista_IPSA_#page7.tif source=Fully_Executed_NeoVista_IPSA_#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of January 13, 2012 is made by NeoVista, Inc., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of March 2, 2011 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the Lenders from time to time party thereto (the "Lenders") and Agent, as agent for the Lenders, the Lenders have made financial accommodations for the benefit of Grantor; and

WHEREAS, in order to induce Agent and the Lenders to continue those financial accommodations, Grantor has agreed to pledge certain assets to Agent, on behalf of itself and the Lenders in accordance herewith;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Lenders and the Agent to provide financial accommodations to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Intellectual Property Collateral"):

(a) all of its copyrights, copyright applications, and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(b) all of its patents, patent applications, and rights under any written agreement granting any right to use patents, including, without limitation, those referred to on Schedule 1 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all of its trademarks, trademark applications, and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reissues, continuations and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with, and in no way limiting, the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

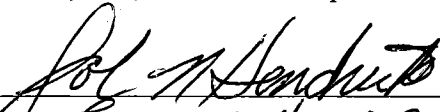
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signatures begin on following page.]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

NeoVista, Inc., a Delaware corporation

By: 
Name: JOHN N HENDRICK
Title: President & CEO

[Remainder of page intentionally left blank; Agent signature is on following page.]

ACCEPTED AND AGREED
as of the date first above written:

General Electric Capital Corporation
as Agent

By: Scott R. Towers
Name: Scott R. Towers
Title: Duly Authorized Signatory

[Remainder of page intentionally left blank; schedules begin on following page.]

**Schedule I
to
Intellectual Property Security Agreement**

1. REGISTERED PATENTS

Patent Title	Jurisdiction of Registration	Application No. or Foreign Serial No.	Filing Date	Status	Patent No.	Issue Date
Methods and Apparatus for Intraocular Brachytherapy	US	11/056,763	2/11/2005	Issued	7,744,520	6/29/2010
Methods and Apparatus for Intraocular Brachytherapy	Australia	2005214040	2/11/2005	Issued	2005214040	7/14/2011
Methods and Apparatus for Intraocular Brachytherapy	Brazil	PI0507690-0	2/11/2005	Pending		
Methods and Apparatus for Intraocular Brachytherapy	Canada	2,554,961	2/11/2005	Pending		
Methods and Apparatus for Intraocular Brachytherapy	China	200580004748.8	2/11/2005	Issued	ZL200580004748.8	7/21/2010
Methods and Apparatus for Intraocular Brachytherapy	EPO	05722965.0	2/11/2005	Issued	EP1720608	11/17/2010
Methods and Apparatus for Intraocular Brachytherapy	India	4442/DELNP/2006	2/11/2005	Pending		
Methods and Apparatus for Intraocular Brachytherapy	Japan	2006-553269	2/11/2005	Issued	4602356	10/8/2010
Methods and Apparatus for Intraocular Brachytherapy	US	11/593,683	11/7/2006	Issued	7,803,102	9/28/2010
Methods and Apparatus for Intraocular Brachytherapy	US	12/792,005	6/2/2010	Issued	7,951,060	5/31/2011
Methods and Apparatus for Intraocular Brachytherapy (DIV)	EPO	10075513.1	2/11/2005	Published		
Methods and Apparatus for Intraocular Brachytherapy (DIV)	US	12/870,459	8/27/2010	Published		

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Title	Jurisdiction of Registration	Application No. or Foreign Serial No.	Filing Date	Status	Patent No.	Issue Date
Methods and Apparatus for Intraocular Brachytherapy	Germany	05722965.0	2/11/2005	Issued	EP1720608	11/17/2010
Methods and Apparatus for Intraocular Brachytherapy	Great Britain	05722965.0	2/11/2005	Issued	EP1720608	11/17/2010
Methods and Apparatus for Intraocular Brachytherapy	Italy	05722965.0	2/11/2005	Issued	EP1720608	11/17/2010
Beta Radiotherapy Emitting Surgical Device and Methods of Use Thereof	US	11/780,159	7/19/2007	Allowed		
Beta Radiotherapy Emitting Surgical Device and Methods of Use Thereof	US	13/336,281	12/23/2011	Pending		
Methods and Apparatus for Intraocular Brachytherapy	US	11/228,030	9/15/2005	Issued	7,563,222	7/21/2009
Methods and Apparatus for Intraocular Brachytherapy	US	11/559,958	11/15/2006	Issued	7,803,103	9/28/2010
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	Australia	2006315425	11/15/2006	Pending		
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	Brazil	PI0618677-7	11/15/2006	Published		
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	Canada	2,629,648	11/15/2006	Pending		
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	EPO	06837660.7	11/15/2006	Published		
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	India	4061/DELNP/2008	11/15/2006	Published		
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	Japan	2008-541307	11/15/2006	Pending		
Methods and Apparatus for Intraocular Brachytherapy (DIV)	US	12/887,996	9/22/2010	Published		

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SF:326586.5

TRADEMARK
REEL: 004709 FRAME: 0988

Patent Title	Jurisdiction of Registration	Application No. or Foreign Serial No.	Filing Date	Status	Patent No.	Issue Date
Methods and Apparatus for Intraocular Epiretinal Brachytherapy	China	201110288620.6	9/9/2011	Pending		
Handheld Radiation Delivery System	US	12/477,228	6/3/2009	Published		
Handheld Radiation Delivery Device	Australia	2009256236	6/3/2009	Pending		
Handheld Radiation Delivery Device	Brazil	PI0913380-1	6/3/2009	Pending		
Handheld Radiation Delivery Device	Canada	2,724,327	6/3/2009	Pending		
Handheld Radiation Delivery System for Advancing a Radiation Source Wire	China	200980120811.2	6/3/2009	Published		
Handheld Radiation Delivery Device	EPO	09759334.7	6/3/2009	Published		
Handheld Radiation Delivery Device	India	8227/DELNP/2010	6/3/2009	Pending		
Handheld Radiation Delivery Device	Japan	2011-512612	6/3/2009	Pending		
Radiotherapy Delivery Cannula with Visual Confirmation Window	PCT	PCT/US11/34109	4/27/2011	Pending		

All properties are owned by NeoVista, Inc.
All properties are free from Licenses or Rights Granted

2. REGISTERED TRADEMARKS

3.

Owner	Trademark	Jurisdiction of Registration	Serial No. / Registration No.	Filing Date / Registration Date	Status	Licenses or Rights Granted
NeoVista, Inc.	ANV	US	Ser. No. 77512168 Reg. No. 3920172	07/01/2008 02/15/2011	Live	None
NeoVista, Inc.	[design only]	US	Ser. No. 77511498 Reg. No. 3920169	06/30/2008 02/15/2011	Live	None
NeoVista, Inc.	VIDION	US	Ser. No. 77484792 Reg. No. 3920155	05/28/2008 02/15/2011	Live	None
NeoVista, Inc.	NEOVISTA	US	Ser. No. 77074190 Reg. No. 3390863	01/02/2007 03/04/2008	Live	None
NeoVista, Inc.	[design only]	US	Ser. No. 77073605 Reg. No. 3377195	12/29/2006 11/20/2007	Live	None

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SF:326586.5

RECORDED: 02/02/2012

TRADEMARK
REEL: 004709 FRAME: 0990