

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
Angiodynamics, Inc.		05/22/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1688929	PULSE SPRAY
Registration Number:	1790244	SOS OMNI
Registration Number:	1732819	SOFT-VU
Registration Number:	3077063	PROFILER
Registration Number:	2863395	HYDRO-TIP
Registration Number:	1804291	ANGIODYNAMICS
Registration Number:	2822666	ANGIODYNAMICS
Registration Number:	3749761	ANGIODYNAMICS
Registration Number:	2900404	MORPHEUS
Registration Number:	2917862	SPEEDLYSER
Registration Number:	3068771	VENACURE
Registration Number:	3311618	WORKHORSE
Registration Number:	2964766	ABSCSSION
Registration Number:	2982694	ACCU-VU

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Registration Number:	2978022	EVENMORE
Registration Number:	3204304	TRE-SHEATH
Registration Number:	3217165	DURATHANE
Registration Number:	3122045	VAULT
Registration Number:	3607814	SMART PORT
Registration Number:	3406322	NEVERTOUCH
Registration Number:	3565493	SMART ANGLE
Registration Number:	3790595	DURAMAX
Registration Number:	3541404	CENTROS
Registration Number:	3640982	NANOKNIFE
Registration Number:	3775495	NANOKNIFE IRREVERSIBLE ELECTROPORATION
Registration Number:	3620734	NANOKNIFE
Registration Number:	3798592	NANOKNIFE
Registration Number:	3954994	NANOKNIFE
Registration Number:	3659067	NIT-VU
Registration Number:	2307710	RITA
Registration Number:	2739418	STARBURST
Registration Number:	2930432	FLUOROMAX
Registration Number:	2698638	LIFEVALVE
Registration Number:	3117463	LIFEJET
Registration Number:	1413230	LIFEPORT
Registration Number:	1669280	INFUSE-A-PORT
Registration Number:	1987883	TRIUMPH-1
Registration Number:	2091323	CIRCLE C
Registration Number:	2562826	VORTEX
Registration Number:	2675848	VORTEX
Registration Number:	2055737	OPTIGUIDE
Registration Number:	2715197	EVLT
Registration Number:	3645354	SPOTLIGHT OPS
Registration Number:	3857462	VENACURE EVLT
Registration Number:	3857463	VENACURE EVLT
Registration Number:	3857464	VENACURE EVLT
Registration Number:	3848523	
Registration Number:	3944880	VASCPAK
Registration Number:	3046138	BENEPHIT

	3012421	TITANPORT
Serial Number:	85018339	ENGINEERED FOR LIFE
Serial Number:	85117484	NANOBURST
Serial Number:	85117503	NANORAY
Serial Number:	85214697	ENGINEERED FOR EXCELLENCE
Serial Number:	85303496	VECTORFLOW
Serial Number:	85388276	NEVERTOUCH DIRECT
Serial Number:	85214713	ENGINEERED FOR LIFE
Serial Number:	85511849	NEOSTAR
Serial Number:	85544345	VOLTA
Serial Number:	78595578	TRT
Serial Number:	74255772	SOS BLOODLESS
Serial Number:	74255648	MEMORY TIP

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38380
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/23/2012

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of May 22, 2012 by and from ANGIODYNAMICS, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with

such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.


(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

ANGIODYNAMICS, INC.

By:  _____

Name: D. Joseph Gersuk

Title: Executive Vice President, Chief
Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK NAME	APPLICATION OR REG. NUMBER	STATUS	COUNTRY
Pulse Spray	1688929	Registered	US
SOS Omni	1790244	Registered	US
Soft-Vu	1732819	Registered	US
Profiler	3077063	Registered	US
Hydro-Tip	2863395	Registered	US
AngioDynamics	1804291	Registered	US
Angiodynamics	2822666	Registered	US
AngioDynamics	3749761	Registered	US
Morpheus	2900404	Registered	US
SpeedLyser	2917862	Registered	US
VenaCure	3068771	Registered	US
Workhorse	3311618	Registered	US
Abscession	2964766	Registered	US
Accu-Vu	2982694	Registered	US
Evenmore	2978022	Registered	US
Tre-Sheath	3204304	Registered	US
Durathane	3217165	Registered	US
Vault	3122045	Registered	US
Smart Port	3607814	Registered	US
NeverTouch	3406322	Registered	US
Smart Angle	3565493	Registered	US
DuraMax	3790595	Registered	US
Centros	3541404	Registered	US
NanoKnife w/ Blue Sphere Design (color)	3640982	Registered	US
NanoKnife Irreversible Electroporation and Blue Sphere Design	3775495	Registered	US
NanoKnife (word mark)	3620734	Registered	US
NanoKnife with Sphere logo in black and white	3798592	Registered	US
NanoKnife (word mark)	3954994	Registered	US
Nit Vu	3659067	Registered	US
Rita	2307710	Registered	US
StarBurst	2739418	Registered	US
Fluoromax	2930432	Registered	US
LifeValve	2698638	Registered	US
LifeJet	3117463	Registered	US
LifePort	1413230	Registered	US
Infuse-A-Port	1669280	Registered	US
Triumph-1	1987883	Registered	US
Circle C	2091323	Registered	US
Vortex	2562826	Registered	US

MARK NAME	APPLICATION OR REG. NUMBER	STATUS	COUNTRY
Vortex (Hurricane Logo)	2675848	Registered	US
Optiguide	2055737	Registered	US
EVLT	2715197	Registered	US
Spotlight OPS	3645354	Registered	US
VenaCure EVLT ((word mark)	3857462	Registered	US
VenaCure EVLT (Leo Logo in Color)	3857463	Registered	US
VenaCure EVLT (Leg Logo in Black/White)	3857464	Registered	US
Venacure Logo	3848523	Registered	US
VascPak	3944880	Registered	US
Benephit	3046138	Registered	US
TitanPort	3012421	Registered	US
Engineered for Life	85018339	Pending	US
NanoBurst	85117484	Pending	US
NanoRay	85117503	Pending	US
Engineered for Excellence	85214697	Pending	US
VectorFlow	85303496	Pending	US
NeverTouch Direct	85388276	Pending	US
Engineered for Life	85214713	Pending	US
NeoStar	85511849	Pending	US
VOLTA	85544345	Pending	US
Precision 980	N/A	Common Law	US
Mariner	N/A	Common Law	US
Uni*fuse	N/A	Common Law	US
Uniblate	N/A	Common Law	US
LC Bead	N/A	Common Law	US
Angioflush	N/A	Common Law	US
AngioOptic	N/A	Common Law	US
Blue Silk	N/A	Common Law	US
Crystalline	N/A	Common Law	US
Duration	N/A	Common Law	US
PRO	N/A	Common Law	US
QuickStic	N/A	Common Law	US
Sheath -Lok	N/A	Common Law	US
Super-Radiopaque	N/A	Common	US

MARK NAME	APPLICATION OR REG. NUMBER	STATUS	COUNTRY
		Law	
The Greatest Experience in Eliminating Varicose Veins	N/A	Common Law	US
VIP VenaCure in Practice	N/A	Common Law	US
Flow-Thru Hub	N/A	Common Law	US
DuraFlow	N/A	Common Law	US
Dynamic-Flow	N/A	Common Law	US
PeelPro	N/A	Common Law	US
Embosafe	N/A	Common Law	US
Hemo-Lock	N/A	Common Law	US
LifeGuard	N/A	Common Law	US
Smart Taper	N/A	Common Law	US
Maximizing VenaCure Potential	N/A	Common Law	US
Omni	N/A	Common Law	US
Snap-Lock	N/A	Common Law	US
Curved Tip	N/A	Common Law	US
Thermopad	N/A	Common Law	US
One Step	N/A	Common Law	US
TRT	78595578	Registered	US
Sos Bloodless	74255772	Registered	US
Memory Tip	74255648	Registered	US