

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
Navilyst Medical, 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: 16

Property Type	Number	Word Mark
Registration Number:	2562580	ANGIO-SAC
Serial Number:	77884221	EMBARC
Registration Number:	3861731	EXODUS
Registration Number:	2554145	FLEXCIL
Registration Number:	1118156	MORSE
Registration Number:	1062155	NAMIC
Registration Number:	3719467	NAVILYST MEDICAL
Registration Number:	3907588	NAVILYST MEDICAL
Registration Number:	2257956	PASV
Registration Number:	2636239	PERCEPTOR
Registration Number:	2560125	PROTECTION STATION
Registration Number:	1254062	SOSA
Registration Number:	2698997	SQUEEZE CONTRAST CONTROLLER
Registration Number:	2669464	VAXCEL

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Registration Number:	3319458	VAXCEL
Registration Number:	3363005	XCELA

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
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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: 4
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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 NAVILYST MEDICAL, 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, AngioDynamics, Inc. (the "Borrower"), 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, Grantor and certain other Subsidiaries of the Borrower 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, the Borrower, Grantor and certain other Subsidiaries of the Borrower 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.

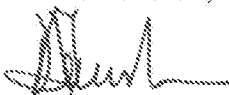
(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

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.

NAVILYST MEDICAL, INC.

By: 
Name: Joseph Gersuk
Title: Executive Vice President, Chief
Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Country</u>	<u>Registration Date</u>
ANGIO-SAC	78/022,449	2562580	Registered	U.S.	16-Apr-2002
EMBARC	77/884,221		EOT appr.	U.S.	
EXODUS	77/756,659	3861731	Registered	U.S.	12-Oct-2010
FLEXCIL	78/022,450	2554145	Registered	U.S.	26-Mar-2002
MORSE	73/092,552	1118156	Registered	U.S.	15-May-1979
NAMIC	73/092,551	1062155	Registered	U.S.	29-Mar-1977
NAVILYST MEDICAL	77/498,811	3719467	Registered	U.S.	01-Dec-2009
NAVILYST MEDICAL (logo)	85/054,172	3907588	Registered	U.S.	18-Jan-2011
PASV	75/368,474	2257956	Registered	U.S.	29-Jun-1999
PERCEPTOR	75/922,307	2636239	Registered	U.S.	15-Oct-2002
PROTECTION STATION	76/055,495	2560125	Registered	U.S.	09-Apr-2002
SOSA (Supplemental)	73/301,681	1254062	Registered	U.S.	11-Oct-1983
SQUEEZE CONTRAST CONTROLLER	75/404,694	2698997	Registered	U.S.	25-Mar-2003
VAXCEL	75/592,102	2669464	Registered	U.S.	31-Dec-2002
VAXCEL	78/387,758	3319458	Registered	U.S.	23-Oct-2007
XCELA	77/082,290	3363005	Registered	U.S.	01-Jan-2008