

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syncardia Systems, Inc.		08/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2151 E. Broadway Road, Suite 117		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
Serial Number:	77542892	SAVING LIVES, ONE HEART AT A TIME	
Serial Number:	77702346	BRIDGE TO LIFE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

900230347

TRADEMARK
 REEL: 004836 FRAME: 0716

CH \$90.00 3861417

Date:

08/06/2012

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of August 3, 2012 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2151 E. Broadway Road, Suite 117, Tempe, Arizona 85282 ("Bank") and **SYNCARDIA SYSTEMS, INC.**, a Delaware corporation, with its principal place of business at 1992 E. Silverlake Road, Tuscon, Arizona 85713 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Amended and Restated Intellectual Property Security Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of June 24, 2010, between Grantor and Bank, as amended.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1992 E. Silverlake Road
Tuscon, Arizona 85713

Attn: _____

SYNCARDIA SYSTEMS, INC.

By: 

Name: Michael P Sarappa

Title: CEO Pres

BANK:

Address of Bank:

2151 E. Broadway Road, Suite 117
Tempe, Arizona 85282

Attn: Mr. Dax Williamson

SILICON VALLEY BANK

By: 

Name: PRIYA IYER

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

SynCardia Patents in Process and Registered				
	Country	Patent	Application Number/Date	Registration Number/Date
	United States	Apparatus and Method for Pneumatically Driving an Implantable Medical Device	12/108,436 / April 23, 2008	7,811,318 / Oct. 12, 2010
	United States	Actuating mechanism for pneumatically-driven artificial heart	12/454,440 / May 18, 2009	8,021,422 / Sept. 20, 2011
	United States	Scotch-Yoke Mechanism for Redundant Actuation Applications	12/498,991 / July 7, 2009	8,070,455 / Dec. 6, 2011
	Germany	Scotch-Yoke Mechanism for Redundant Actuation	12/498,991 / July 7, 2009	
	United States	Valve for Ventricular Assist Device	12/774,103/ May 5, 2010	
	United States	Endovascular Stent Graft System and Guide System	12/454,420 / May 18, 2009	

EXHIBIT C

Trademarks

SynCardia Trademarks in Process and Registered				
	Country	Trademark	Application Number/Date	Registration Number/Date
	Australia	Freedom	1284447 / Feb. 9, 2009	1284447 / June 23, 2009
	Canada	Freedom	1427076 / Feb. 6, 2009	
	China	Freedom	7192813 / Feb. 9, 2009	
	European Comm.	Freedom	007587769 / Feb. 9, 2009	007587769 / Oct. 21, 2009
	United States	Freedom	77542888 / Aug. 8, 2008	3,861,417 / Oct. 12, 2010
	Australia	Saving Lives, One Heart at a Time	1284449 / Feb. 9, 2009	1284449 / June 23, 2009
	United States	Saving Lives, One Heart at a Time	77542892 / Aug. 8, 2008	
	United States	Bridge to Life	77702346 / Mar. 30, 2009	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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