

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/06/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SynCardia Systems, Inc.		
Street Address:	1992 E. Silverlake Road		
City:	Tuscon		
State/Country:	ARIZONA		
Postal Code:	85713		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868118		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036251-006 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		

OP \$40.00 3861417

Date:

03/07/2013

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 6, 2013 ("Release"), is made by **SILICON VALLEY BANK**, a California corporation ("Secured Party"), in favor of **SYNCARDIA SYSTEMS, INC.**, a Delaware corporation ("Borrower").

WHEREAS, pursuant to that certain Loan and Security Agreement dated on or about June 25, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement"), that certain Second Amended and Restated Loan and Security Agreement dated as of August 3, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Amended Security Agreement"), together with the Security Agreement, the "Security Agreements"), the Intellectual Property Security Agreement dated on or about June 25, 2010 ("IP Security Agreement"), and the Amended and Restated Intellectual Property Security Agreement dated as of August 3, 2012 ("Amended IP Security Agreement"), together with the IP Security Agreement, the "IP Security Agreements"), each by and among the Borrower and Secured Party, Borrower granted and pledged to the Secured Party a security interest in all of Borrower's right, title and interest in, to and under the Intellectual Property Collateral; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on September 30, 2010 at Reel 025067 Frame 0949 and September 30, 2010 at Reel 4287 Frame 0085; and the Amended IP Security Agreement was recorded at the USPTO on August 6, 2012 at Reel 028734 Frame 0742 and August 6, 2012 at Reel 4836 Frame 0716.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Borrower agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreements or IP Security Agreements.

SECTION 2. Termination and Release. Secured Party hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreements;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Borrower's expense.

SECTION 3. Further Assurances. Secured Party, at Borrower's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Secured Party will, at Borrower's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

SILICON VALLEY BANK

By: 

Name: WICE KALICAK

Title: VICE PRESIDENT

Schedule A

**U.S. Patents Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Silicon Valley Bank
Recorded August 6, 2012 at Reel 028734 Frame 0742**

Issued Patents

Title	Patent No.	Issue Date
SCOTCH-YOKE MECHANISM FOR REDUNDANT ACTUATION APPLICATIONS	8070455	12/06/11
ACTUATING MECHANISM FOR PNEUMATICALLY-DRIVEN ARTIFICIAL HEART	8021422	09/20/11
APPARATUS AND METHOD FOR PNEUMATICALLY DRIVING AN IMPLANTABLE MEDICAL DEVICE	7811318	10/12/10

Pending Applications

Title	Appl. No.	Filing Date
VALVE FOR VENTRICULAR ASSIST DEVICE	12774103 20110275882	05/05/10
ENDOVASCULAR STENT GRAFT SYSTEM AND GUIDE SYSTEM	12454420 20100292771	05/18/09

**U.S. Patents Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Silicon Valley Bank
Recorded September 30, 2010 at Reel 025067 Frame 0949**

Issued Patents

Title	Patent No.	Issue Date
SCOTCH-YOKE MECHANISM FOR REDUNDANT ACTUATION APPLICATIONS	8070455	12/06/11
ACTUATING MECHANISM FOR PNEUMATICALLY-DRIVEN ARTIFICIAL HEART	8021422	09/20/11
APPARATUS AND METHOD FOR PNEUMATICALLY DRIVING AN IMPLANTABLE MEDICAL DEVICE	7811318	10/12/10

**U.S. Trademark Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Silicon Valley Bank
Recorded August 6, 2012 at Reel 4836 Frame 0716**

Registered Mark

Mark	Reg. No.	Reg. Date
FREEDOM	3861417	10/12/10

**U.S. Trademark Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Silicon Valley Bank
Recorded September 30, 2010 at Reel 4287 Frame 0085**

Registered Mark

Mark	Reg. No.	Reg. Date
FREEDOM	3861417	10/12/10