

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delcath Systems, Inc.		04/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85172818	CHEMOFUSE
Serial Number:	77944997	CHEMOSAT
Serial Number:	77945002	CHEMOSATURATION
Registration Number:	2609452	DEL CATH
Serial Number:	85288586	DEL CATH
Registration Number:	4049055	DEL CATH
Serial Number:	77947336	DELKERAN
Serial Number:	85181602	INTENZIF
Serial Number:	85320279	ITENZIF
Serial Number:	77818131	ISO-FUSE
Serial Number:	85181614	MELMISAT
Registration Number:	3880422	PHP
Registration Number:	3926021	THE DELCATH PHP SYSTEM

CORRESPONDENCE DATA

OP \$340.00 85172818

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144600
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	05/06/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 20, 2012 by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”), and **DELICATH SYSTEMS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain 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 but not defined herein have the meaning given to them 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 continuing security interest in certain Copyrights, Trademarks and Patents (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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grantor hereby grants Bank, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Bank, its Intellectual Property, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (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 or 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 whether now or hereafter existing, created, acquired or held;

3. any and all source code whether now or hereafter existing, created, acquired or held;

4. any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

5. 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**”);

6. 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**”);

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 or Trademarks 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 or Patents; 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.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under Section 3 attach to, and the term “Intellectual Property Collateral” shall not include, any Excluded Collateral, including any “intent-to-use” applications for trademarks or service marks filed in the United States Patent and Trademark Office (the “PTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the U.S. Copyright Office. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of Bank with respect to the security interest granted hereby more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall constitute an original.

New York law governs the Loan Documents without regard to principles of conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

The security interest granted hereunder shall terminate concomitantly with the security interest granted under the Loan Agreement. Upon payment in full of the Obligations and at such time as Bank’s obligation to make Credit Extensions has terminated, Bank shall release its liens and security interests in the Intellectual Property Collateral and all rights therein shall revert to Grantor.

[Signature page follows.]


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

Address of Grantor:

810 Seventh Avenue, 35th Floor
New York, New York, 10019
Attn: Graham Miao
Fax: 212-489-2103
Email: gmiao@delcath.com

GRANTOR:

DELCATH SYSTEMS, INC.

By: 
Name: Graham Miao
Title: EVP, Chief Financial Officer

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Michael Quinn
Fax: (617) 527-0177
Email: mquinn@svb.com

BANK:

SILICON VALLEY BANK

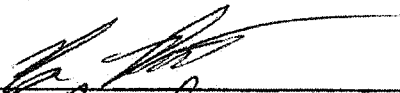
By: 
Name: Ryan Reynolds
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cancer Treatment and Catheter for Use in Treatment	5,411,479	05/02/1995
Apparatus and Method for Isolated Pelvic Perfusion	5,817,046	10/06/1998
Balloon Catheter with Occluded Segment Bypass	5,893,841	04/13/1999
Catheter Flow and Lateral Movement Controller	5,897,533	04/27/1999
Catheter With Slidable Balloon	5,919,163	07/06/1999
Cancer Treatment Method	6,186,146	02/13/2001
Method For Treating Glandular Diseases and Malignancies	7,022,097	04/04/2006
Apparatus For Removing Chemotherapy Compounds from Blood	(61/556,819)	(11/07/2011)
Dual Filter	(29/409,867)	(12/29/2011)
Adjustable Filter Apparatus	(61/581,433)	(12/29/2011)
Dual Filter Cartridge and Frame Apparatus and Method of Use	(61/581,496)	(12/29/2011)
Cancer Treatment and Catheter for Use in Treatment	5,411,479	05/02/1995
Apparatus and Method for Isolated Pelvic Perfusion	5,817,046	10/06/1998
Balloon Catheter with Occluded Segment Bypass	5,893,841	04/13/1999
Cancer Treatment and Catheter for Use in Treatment	5,411,479	05/02/1995

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHEMOFUSE	(85/172,818)	(11/09/2010)
CHEMOSAT	(77/944,997)	(02/25/2010)
CHEMOSATURATION	(77/945,002)	(02/25/2010)
DELCATH	2,609,452	08/20/2002
DELCATH	(85/288,586)	(04/07/2011)
DELCATH	4,049,055	11/01/2011
DELKERAN	(77/947,336)	(03/01/2010)
INTENZIF	(85/181,602)	(11/19/2010)
ITENZIF	(85/320,279)	(05/13/2011)
ISO-FUSE	(77/818,131)	(09/02/2009)
MELMISAT	(85/181,614)	(11/19/2010)
PHP	3,880,422	11/23/2010
THE DELCATH PHP SYSTEM	3,926,021	03/01/2011
CHEMOFUSE	(85/172,818)	(11/09/2010)