

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.		09/19/2013	CORPORATION:

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: 63

Property Type	Number	Word Mark
Serial Number:	85926068	NAMIC FLUID MANAGEMENT
Serial Number:	85911706	DUET
Serial Number:	85799687	PASV
Serial Number:	85752438	INSPIRE
Serial Number:	85752430	HFIRE
Serial Number:	85673871	AD ANGIODYNAMICS
Serial Number:	85655168	SMART
Registration Number:	4355358	ENGINEERED FOR LIFE
Registration Number:	3765000	ANGIOVAC
Serial Number:	85544345	VOLTA
Registration Number:	4236531	NEOSTAR
Registration Number:	4250957	NEVERTOUCH DIRECT
Registration Number:	4335300	ENGINEERED FOR LIFE
Registration Number:	3954994	NANOKNIFE

CH \$1590.00 85926068

Serial Number:	85117503	NANORAY
Serial Number:	85117484	NANOBURST
Registration Number:	3217165	DURATHANE
Registration Number:	3122045	VAULT
Registration Number:	3046138	BENEPHIT
Registration Number:	3749761	ANGIODYNAMICS
Registration Number:	3798592	NANOKNIFE
Registration Number:	3848523	
Registration Number:	3944880	VASCPAK
Registration Number:	3857464	VENACURE EVLT
Registration Number:	3857463	VENACURE EVLT
Registration Number:	3857462	VENACURE EVLT
Registration Number:	3620734	NANOKNIFE
Registration Number:	3640982	NANOKNIFE
Registration Number:	3775495	NANOKNIFE IRREVERSIBLE ELECTROPORATION
Registration Number:	3659067	NIT-VU
Registration Number:	3541404	CENTROS
Registration Number:	3790595	DURAMAX
Registration Number:	3565493	SMART ANGLE
Registration Number:	3311618	WORKHORSE
Registration Number:	3406322	NEVERTOUCH
Registration Number:	3607814	SMART PORT
Registration Number:	3645354	SPOTLIGHT OPS
Registration Number:	3204304	TRE-SHEATH
Registration Number:	2978022	EVENMORE
Registration Number:	2930432	FLUOROMAX
Registration Number:	2964766	ABSCSSION
Registration Number:	2982694	ACCU-VU
Registration Number:	3068771	VENACURE
Registration Number:	2917862	SPEEDLYSER
Registration Number:	2822666	ANGIODYNAMICS
Registration Number:	2900404	MORPHEUS
Registration Number:	3077063	PROFILER
Registration Number:	2863395	HYDRO-TIP
Registration Number:	2715197	EVLT

	2739418	STARBURST
Registration Number:	2562826	VORTEX
Registration Number:	3012421	TITANPORT
Registration Number:	2307710	RITA
Registration Number:	1852317	MICROPORT
Registration Number:	1790244	SOS OMNI
Registration Number:	1732819	SOFT-VU
Registration Number:	1804291	ANGIODYNAMICS
Registration Number:	1688929	PULSE SPRAY
Registration Number:	1669280	INFUSE-A-PORT
Registration Number:	1413230	LIFEPORT
		
Registration Number:	2204695	MICROSULIS
Registration Number:	3078565	SULIS

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:	09/30/2013

Total Attachments: 6
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page1.tif
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page2.tif
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page3.tif
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page4.tif
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page5.tif
source=AngioDynamics_ 2013 Executed Copy of Confirmatory Grant re Trademarks (AngioDynamics)#page6.tif

**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 September 19, 2013 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.

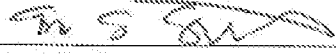
(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

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: Mark T. Frost
Title: Executive Vice President, Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NO	MARK	SERIAL NO	DATE FILED	REG. NO	DATE REG.	STATUS
1.	NAMIC FLUID MANAGEMENT <i>and Design</i> 	85926068	5/8/2013			PENDING
2.	DUET	85911706	4/23/2013			PENDING
3.	PASV	85799687	12/11/2012			PENDING
4.	INSPIRE	85752438	10/12/2012			PENDING
5.	HFI RE	85752430	10/12/2012			PENDING
6.	AD ANGIODYNAMICS	85673871	7/11/2012			PENDING
7.	SMART	85655168	6/19/2012			PENDING
8.	ENGINEERED FOR LIFE	85651786	6/14/2012	4355358	6/18/2103	REGISTERED
9.	ANGIOVAC	77651391	1/16/2009	3765000	3/23/2010	REGISTERED
10.	VOLTA	85544345	2/16/2012			PENDING
11.	NEOSTAR	85511849	1/9/2012	4236531	11/6/2012	REGISTERED
12.	NEVERTOUCH DIRECT	85388276	8/3/2011	4250957	11/27/2012	REGISTERED
13.	ENGINEERED FOR LIFE	85214713	1/11/2011	4335300	5/14/2013	REGISTERED
14.	NANOKNIFE	85130851	9/16/2010	3954994	5/3/2011	REGISTERED
15.	NANORAY	85117503	8/27/2010			PENDING
16.	NANOBURST	85117484	8/27/2010			PENDING
17.	DURATHANE	78723671	9/29/2005	3217165	3/13/2007	REGISTERED
18.	VAULT	78572825	2/23/2005	3122045	7/25/2006	REGISTERED
19.	BENEPHIT	78532978	12/15/2004	3046138	1/17/2006	REGISTERED
20.	ANGIODYNAMICS	77786077	7/21/2009	3749761	2/16/2010	REGISTERED
21.	NANOKNIFE <i>and Design</i> 	77764140	6/19/2009	3798592	6/8/2010	REGISTERED
22.	DESIGN ONLY	77680492	2/27/2009	3848523	9/14/2010	REGISTERED

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
						
23.	VASCPAK	77648398	1/13/2009	3944880	4/12/2011	REGI STERED
24.	VENACURE EVLT <i>and Design</i> 	77594562	10/16/2008	3857464	10/5/2010	REGI STERED
25.	VENACURE EVLT <i>and Design</i> 	77594542	10/16/2008	3857463	10/5/2010	REGI STERED
26.	VENCURE EVLT	77594460	10/16/2008	3857462	10/5/2010	REGI STERED
27.	NANOKNIFE	77498941	6/13/2008	3620734	5/12/2009	REGI STERED
28.	NANOKNIFE <i>and Design</i> 	77498876	6/13/2008	3640982	6/16/2009	REGI STERED
29.	NANOKNIFE IRREVERSIBLE ELECTROPORATION <i>and Design</i> 	77498835	6/13/2008	3775495	4/13/2010	REGI STERED
30.	NIT-VU	77457264	4/24/2008	3659067	7/21/2009	REGI STERED
31.	CENTROS	77308729	10/19/2007	3541404	12/2/2008	REGI STERED
32.	DURAMAX	77287008	9/24/2007	3790595	5/18/2010	REGI STERED
33.	SMART ANGLE	77269405	8/31/2007	3565493	1/20/2009	REGI STERED
34.	WORKHORSE	77153690	4/11/2007	3311618	10/16/2007	REGI STERED
35.	NEVERTOUCH	77144792	3/30/2007	3406322	4/1/2008	REGI STERED
36.	SMART PORT	77100736	2/6/2007	3607814	4/14/2009	REGI STERED
37.	SPOTLIGHT OPS	77020683	10/13/2006	3645354	6/30/2009	REGI STERED
38.	TRE-SHEATH	76608718	8/26/2004	3204304	1/30/2007	REGI STERED
39.	EVENMORE	76583628	3/29/2004	2978022	7/26/2005	REGI STERED

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	STATUS
40.	FLUOROMAX	76580923	3/15/2004	2930432	3/8/2005	REGISTERED
41.	ABCESSION	76580133	3/10/2004	2964766	7/5/2005	REGISTERED
42.	ACCU-VU	76580127	3/10/2004	2982694	8/9/2005	REGISTERED
43.	VENACURE	76578978	3/3/2004	3068771	3/14/2006	REGISTERED
44.	SPEEDLYSER <i>Stylized Letters</i> <i>SPEEDLYSER</i>	76544680	9/15/2003	2917862	1/11/2005	REGISTERED
45.	ANGIODYNAMICS	76497558	3/17/2003	2822666	3/16/2004	REGISTERED
46.	MORPHEUS	76488919	2/10/2003	2900404	11/2/2004	REGISTERED
47.	PROFILER	76456353	9/30/2002	3077063	4/4/2006	REGISTERED
48.	HYDRO-TIP	76456072	10/4/2002	2863395	7/13/2004	REGISTERED
49.	EVL T	76335805	11/7/2001	2715197	5/13/2003	REGISTERED
50.	STARBURST	75838984	11/3/1999	2739418	7/22/2003	REGISTERED
51.	VORTEX	75804767	9/20/1999	2562826	4/23/2002	RENEWED
52.	TITANPORT	75650356	2/26/1999	3012421	11/8/2005	RENEWED
53.	RITA	75202020	11/20/1996	2307710	1/11/2000	RENEWED
54.	MICROPORT	74384435	4/27/1993	1852317	9/6/1994	RENEWED
55.	SOS OMNI	74257471	3/20/1992	1790244	8/31/1993	RENEWED
56.	SOFT-VU	74255743	3/16/1992	1732819	11/17/1992	RENEWED
57.	ANGIODYNAMICS	74255742	3/16/1992	1804291	11/16/1993	RENEWED
58.	PULSE SPRAY <i>and Design</i> PULSE*SPRAY	74177968	6/20/1991	1688929	5/26/1992	RENEWED
59.	INFUSE-A-PORT	74056419	5/7/1990	1669280	12/24/1991	RENEWED
60.	LIFEPORT	73585879	3/3/1986	1413230	10/14/1986	RENEWED
61.	FEMWAVE	79016675	7/20/2005	3194496	1/2/2007	REGISTERED
62.	MICROSULIS	74722958	8/30/1995	2204695	11/24/1998	RENEWED
63.	SULIS	78390676	3/25/2004	3078565	4/11/2006	REGISTERED