

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
APOLLO ENDOSURGERY, INC.		12/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Oxford Finance LLC, as Agent
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3920115	APOLLO ENDOSURGERY
Registration Number:	4074447	SUMO
Registration Number:	3904728	OVERSTITCH
Registration Number:	4143481	DEFINING THE FUTURE OF FLEXIBLE SURGERY
Registration Number:	4005525	APOLLO ENDOSURGERY
Registration Number:	3989971	
Registration Number:	4343771	DEFINING THE FUTURE OF ENDOSCOPIC SURGER
Registration Number:	3546879	BIB
Registration Number:	1937093	LAP-BAND
Registration Number:	3353342	LAP-BAND AP
Registration Number:	3595577	LAP-BAND TOTAL CARE
Registration Number:	3840815	LAP-BANDLINK
Registration Number:	3871043	RAPIDPORT
Registration Number:	4195823	TAKING MEASURES

OP \$390.00 3920115

Registration Number:

4191870

TAKING MEASURES

CORRESPONDENCE DATA

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

7156.005

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

12/05/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2013, by APOLLO ENDOSURGERY, INC., a Delaware corporation ("Grantor"), in favor of OXFORD FINANCE LLC, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Term Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and for the ratable benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its registered Trademarks and Trademark Licenses (as each of such terms is defined in the Security Agreement) to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds (as such term is defined in the Security Agreement) of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

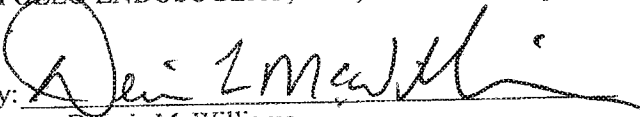
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks and Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademark or reissue, continuation or extension of any Trademark registration. Without limiting Grantor's obligations under this Trademark Security Agreement and the Security Agreement, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new registered Trademarks and Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all of the Trademarks and Trademark Licenses and all of the other Collateral, whether or not listed on Schedule I.

5. GOVERNING LAW. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.**

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

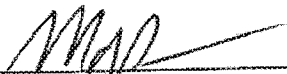
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APOLLO ENDOSUGERY, INC., a Delaware corporation

By: 
Name: Dennis McWilliams
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

OXFORD FINANCE LLC,
as Agent

By: 
Name: Mark Davis
Title: Vice President - Finance, Secretary & Treasurer

US Trademarks owned by Apollo Endosurgery, Inc.

Mark	Application #	Filing Date	Registration#	Registration Date
Apollo Endosurgery	77/433,360	3/27/08	3,920,115	2/15/11
SuMO	77/439,863	4/4/08	4,074,447	12/20/11
Overstitch	77/494,566	6/9/08	3,904,728	1/11/11
Defining the Future of Flexible Surgery	85/123,948	9/7/10	4,143,481	5/15/12
Apollo Endosurgery w Apollo Logo	85/192,251	12/7/10	4,005,525	8/2/11
Apollo Logo	85/192,260	12/7/10	3,989,971	7/5/11
Defining the Future of Endoscopic Surgery	85/575,540	3/21/12	4,343,771	5/28/13

Trademarks (Acquired by Borrower from Target pursuant to the terms of the Closing Date Acquisition Agreement)

<i>Country Name</i> United States of America (USA)							
Mark (Profile Name)	Reg. Owner	App. Date	Application #	Reg. Date	Registration #	Status	Sub-status
BIB	AGN., INC.	7/11/2008 AM	77519801	12/16/2008 AM	3546879	Registered	(None)
LAP-BAND	AGN., INC.	11/21/1994 AM	74600935	11/21/1995 AM	1937093	Registered	(None)
LAP-BAND AP	AGN., INC.	2/3/2005 AM	78560382	12/11/2007 AM	3353342	Registered	(None)
LAP-BAND TOTAL CARE	AGN., INC.	6/7/2007 AM	77200532	3/24/2009 AM	3595577	Registered	(None)
LAP-BANDLINK	AGN., INC.	1/25/2010 AM	77919711	8/31/2010 AM	3840815	Registered	(None)
RAPIDPORT	AGN., INC.	1/8/2009 AM	77645578	11/2/2010 AM	3871043	Registered	(None)
TAKING MEASURES	AGN., INC.	8/1/2011	85386252	8/21/2012	4195823	Registered	(None)
TAKING MEASURES	AGN., INC.	8/1/2011	85386283	8/14/2012	4191870	Registered	(None)