

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
ViewRay Incorporated		12/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, Inc.
Street Address:	400 Hamilton Avenue, Suite 300
Internal Address:	Attn: Loan Documentation
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86042072	VISIBLY DIFFERENT
Serial Number:	86042168	VIEWRAY
Serial Number:	86041992	VIEWRAY
Serial Number:	85583910	CHRONICLE YOUR CARE
Serial Number:	85583898	CHRONICLE YOUR CURE

CORRESPONDENCE DATA

Fax Number: 4156932222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (415) 693-2000
 Email: cachiakt@cooley.com
 Correspondent Name: Cooley LLP
 Address Line 1: 101 California Street, 5th Floor
 Address Line 2: Attn: Kris Cachia
 Address Line 4: San Francisco, CALIFORNIA 94111-5800

CH \$140.00 86042072

ATTORNEY DOCKET NUMBER:	305866-1012
NAME OF SUBMITTER:	Kris Cachia
Signature:	/s/ Kris Cachia
Date:	12/16/2013
Total Attachments: 7 source=IP Security Agmt (SIGNED)#page1.tif source=IP Security Agmt (SIGNED)#page2.tif source=IP Security Agmt (SIGNED)#page3.tif source=IP Security Agmt (SIGNED)#page4.tif source=IP Security Agmt (SIGNED)#page5.tif source=IP Security Agmt (SIGNED)#page6.tif source=IP Security Agmt (SIGNED)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 16, 2013 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation ("Agent") and VIEWRAY INCORPORATED, a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Grantor dated as of December 16, 2013 (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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 and all other agreements now existing or hereafter arising among Lender, Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are the rights and remedies with respect to Collateral set forth in the Loan Agreement.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature Page Follows]

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

Address of Grantor:

ViewRay Incorporated
2 Thermo Fisher Way
Oakwood Village, OH 44146
Attn: CFO

GRANTOR:

VIEWRAY INCORPORATED

By: 

Title: CFO

Address of Agent:

Hercules Technology Growth Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005174 FRAME: 0314

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

Address of Grantor:

ViewRay Incorporated
2 Thermo Fisher Way
Oakwood Village, OH 44146
Attn: _____

GRANTOR:

VIEWRAY INCORPORATED

By: _____

Title: _____

Address of Agent:

Hercules Technology Growth Capital, Inc.
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Title: Senior Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005174 FRAME: 0315

EXHIBIT A
Copyrights

None

EXHIBIT B

Patents

Patents

Title	Patent/App. No.	Filed / Issued	Status
System and method for performing tomographic image acquisition and reconstruction	12817846	6/17/2010	
Method and apparatus for shielding a linear accelerator and magnetic resonance imaging device from each other	12837309	7/15/2010	
Self-Shielded Gradient Coil	12951976	11/22/2010	
Split magnetic resonance imaging system	13034377	2/24/2011	
Correction of saturation banding artifacts in magnetic resonance imaging	13209267	8/12/2011	
Active resistive shimming for MRI devices	13324850	12/13/2011	
System and method for image guidance during medical procedures	13333726	12/21/2011	
Optimized RF shield design	13407852	2/29/2012	
Videographic display of real-time medical treatment	13462750	5/2/2012	
Systems And Methods For Radiotherapy With Magnetic Resonance Imaging	13/801,680	Pending	
Systems And Methods For Improved Radioisotopic Dose Calculation And Delivery	13/801,835	Pending	
Systems And Methods For Using Imaging Of Physiological Responses To Radiation Therapy In Assessment And Improvement Of Treatment	61/719,337	Pending	
Systems And Methods For Using Imaging Of Physiological Responses To Radiation Therapy In Assessment And Improvement Of Treatment	14/064,053	Pending	
Systems And Methods For Isotopic Source External Beam Radiotherapy	13/830,794	Pending	
Systems And Methods For Linear Accelerator Radiotherapy With Magnetic Resonance Imaging	13/841,478	Pending	
Radio Frequency Transmit Coil For Magnetic Resonance Imaging	13/796,784	Pending	

Patent Licenses

Title	Patent/App. No.	Filed / Issued	Status
System for Delivering Conformal Radiation Therapy While Simultaneously Imaging Soft Tissue	60/546,670*		Converted
System for Delivering Conformal Radiation Therapy While Simultaneously Imaging Soft Tissue	7,907,987*		Issued
System for Delivering Conformal Radiation Therapy While Simultaneously Imaging Soft Tissue	8,190,233*		Issued
System for Delivering Conformal Radiation Therapy While Simultaneously Imaging Soft Tissue	13/195,618*		Pending
System for Delivering Conformal Radiation Therapy While Simultaneously Imaging Soft Tissue	13/783,084*		Pending
Optimized RF Shield Design	13/407,852**		Pending

* These patent applications are licensed to the Company by their owner, the University of Florida Research Foundation, Inc. pursuant to the Standard Exclusive License Agreement with Sublicensing Terms, dated as of December 15, 2004, by and between the Company and the University of Florida Research Foundation, Inc., as amended by Amendment No. 1, dated December 6, 2007

** This application is jointly assigned to ViewRay and to Case Western Reserve University (CWRU) pursuant to the treatment of Joint Intellectual Property defined by the Sponsored Research Agreement between CWRU and ViewRay effective April 29, 2009

EXHIBIT C

Trademarks

Mark	Serial Number	Filed / Issued	Status
Visibly Different	86042072	8/19/2013	
ViewRay (with design)	86042168	8/19/2013	
ViewRay (words only)	86041992	8/19/2013	
Chronicle Your Care	85583910	3/29/2012	
Chronicle Your Cure	85583898	3/29/2012	