

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Veran Medical Technologies, Inc.		11/27/2013	Delaware Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Prolog Capital II, L.P.
<b>Street Address:</b>	7701 Forsyth Blvd.
<b>Internal Address:</b>	Suite 1095
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MISSOURI

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4071173	SPIN DRIVE
Registration Number:	4174837	ALWAYS-ON TIP TRACKED
Serial Number:	85691210	NAVIGATE. DIAGNOSE. TREAT.
Serial Number:	85780004	VERAN MEDICAL TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: 3146673633  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 314-552-6000  
 Email: ipdocket@thompsoncoburn.com  
 Correspondent Name: Thompson Coburn LLP/William Holtz  
 Address Line 1: One U.S. Bank Plaza  
 Address Line 4: St, Louis, MISSOURI 63101

<b>ATTORNEY DOCKET NUMBER:</b>	53618-97399
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CH \$115.00 4071173

NAME OF SUBMITTER:	William A. Holtz
Signature:	/William A. Holtz/
Date:	12/18/2013
<b>Total Attachments: 16</b> source=Patent, Trademark and License Security Agreement#page1.tif source=Patent, Trademark and License Security Agreement#page2.tif source=Patent, Trademark and License Security Agreement#page3.tif source=Patent, Trademark and License Security Agreement#page4.tif source=Patent, Trademark and License Security Agreement#page5.tif source=Patent, Trademark and License Security Agreement#page6.tif source=Patent, Trademark and License Security Agreement#page7.tif source=Patent, Trademark and License Security Agreement#page8.tif source=Patent, Trademark and License Security Agreement#page9.tif source=Patent, Trademark and License Security Agreement#page10.tif source=Patent, Trademark and License Security Agreement#page11.tif source=Patent, Trademark and License Security Agreement#page12.tif source=Patent, Trademark and License Security Agreement#page13.tif source=Patent, Trademark and License Security Agreement#page14.tif source=Patent, Trademark and License Security Agreement#page15.tif source=Patent, Trademark and License Security Agreement#page16.tif	

## **PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 27<sup>th</sup> day of November, 2013, by and between VERAN MEDICAL TECHNOLOGIES, INC., a Delaware corporation ("Debtor"), to and in favor of Prolog Capital II, L.P., as the collateral agent for the benefit of the parties identified as a secured party on Exhibit A hereto (collectively, "Secured Parties" and each individually a "Secured Party") (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Debtor and the Secured Parties are herewith entering into that certain Convertible Note and Warrant Purchase Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Purchase Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement); and

WHEREAS, as a condition precedent to the Secured Parties entering into the Purchase Agreement, the Secured Parties have required that Debtor execute and deliver this Agreement to Collateral Agent; and

WHEREAS, in order to induce the Secured Parties to enter into the Purchase Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by Debtor in favor of Collateral Agent on behalf of the Secured Parties (the "Security Agreement") pursuant to which Debtor has granted to Collateral Agent a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Collateral Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and

(i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under any of the Loan Documents (as such term is defined in the Security Agreement), and (ii) any and all reasonable,

out-of-pocket costs of collection, legal expenses and attorneys' fees and expenses incurred by Collateral Agent upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Collateral Agent in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Collateral Agent, and covenants and agrees with Collateral Agent, that:

(a) unless otherwise noted in Schedules A, C and E, all of the Patents, Trademarks and Licenses (excluding any and all Patent and Trademark applications) are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to Debtor's knowledge, each of the Patents, Trademarks and Licenses (excluding any and all Patent and Trademark applications) is valid and enforceable;

(c) to Debtor's knowledge, (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as otherwise noted herein or on any of the exhibits or schedules attached hereto, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons;

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) Except as otherwise noted herein or on any of the exhibits or schedules attached hereto, Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) Debtor has no notice of any suits or actions commenced or threatened in writing with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Collateral Agent during normal business hours and at other reasonable times. Debtor will reimburse Collateral Agent upon demand for all reasonable, out-of-pocket costs and expenses incurred by Collateral Agent in connection with any such inspection conducted by Collateral Agent while any Default or Event of Default under the Purchase Agreement has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices.

4. Further Assurances. Debtor hereby agrees that, until all of the Secured Obligations shall have been paid in full, it will not, without the prior written consent of Collateral Agent, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Purchase Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Collateral Agent under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Collateral Agent any and all further instruments and documents and take any and all further action that Collateral Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Collateral Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Collateral Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Collateral Agent prompt written notice thereof.

6. Modification by Collateral Agent. Debtor authorizes Collateral Agent to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Purchase Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Security Agreement shall have occurred and be continuing, Collateral Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a Collateral Agent under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Collateral Agent may elect, but in any event based on each Investor's pro rata share of the Secured Obligations. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least 10 business days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Collateral Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Collateral Agent of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Collateral Agent to Debtor. If an Event of Default shall occur and be continuing, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Collateral Agent shall commence any such suit, Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Agreement. All of Collateral Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as either Debtor shall pay all of the Secured Obligations in full or all of the Notes issued under the Purchase Agreement shall have converted into capital stock of Debtor, this Agreement shall terminate and Collateral Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Collateral Agent's security interest therein, subject to any disposition thereof which may have been made by Collateral Agent pursuant to this Agreement.

10. Collateral Agent's Obligations and Duties. Notwithstanding any provision contained in this Agreement to the contrary, Debtor shall remain liable under each contract or agreement considered Collateral under the terms of this Agreement. The Collateral Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Collateral Agent of any payment relating to any of the Collateral, nor shall the Collateral Agent be obligated in any manner to perform any of the obligations of the Company under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Collateral Agent or to which the Collateral Agent may be entitled at any time or times. The Collateral Agent's sole duty with respect to the custody, safe keeping, and physical preservation of the Collateral in its possession shall be to deal with such Collateral in the same manner as the Collateral Agent deals with similar property for its own account. Debtor and each of the Secured Parties hereby acknowledge and agree that the Collateral Agent shall not have any duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. Neither Collateral Agent nor any of its partners, directors, officers, employees, agents or advisors shall be liable to any Secured Party for any action taken or not taken by it in connection with this Agreement (a) with the consent or at the request of Secured Parties holding Notes representing a majority of the aggregate unpaid principal amount represented by all Notes then outstanding or (b) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final, nonappealable order.

11. Power of Attorney. Debtor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Company for the purpose of signing documents and taking other action to perfect and protect the liens of the Collateral Agent in the Collateral, and upon the occurrence and during the continuance of an Event of Default, to (i) receive and give all notices to be given by or received by Debtor, and (ii) to take or omit taking any and all actions hereunder for the purpose of carrying out the terms of this Agreement or the Secured Obligations. Such power of attorney is a power coupled with an interest, shall be irrevocable and shall not first require the Collateral Agent to have received a notice of an Event of Default.

12. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any material patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on material unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the material Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 12 shall be borne by Debtor.



13. No Waiver. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Collateral Agent, except as provided in Section 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Delaware (without reference to conflict of law principles).

*Signature page follows.*

IN WITNESS WHEREOF, Debtor has executed this Patent, Trademark and License Security Agreement as of the date first written above.

DEBTOR:

**VERAN MEDICAL TECHNOLOGIES, INC.**  
a Delaware corporation



By \_\_\_\_\_  
Jason Pesterfield, President  
and Chief Executive Officer

COLLATERAL AGENT:

**PROLOG CAPITAL II, L.P.**  
By: **Prolog Ventures II, LLC,**  
its General Partner

By: \_\_\_\_\_  
Gregory R. Johnson, Managing Director

SECURED PARTIES:

**PROLOG CAPITAL II, L.P.**  
By: **Prolog Ventures II, LLC,**  
its General Partner

By: \_\_\_\_\_

Name: Gregory R. Johnson

Title: Managing Director

IN WITNESS WHEREOF, Debtor has executed this Patent, Trademark and License Security Agreement as of the date first written above.

DEBTOR:

**VERAN MEDICAL TECHNOLOGIES, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Jason Pesterfield, President  
and Chief Executive Officer

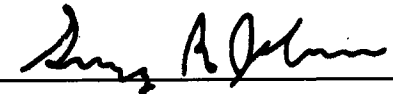
COLLATERAL AGENT:

**PROLOG CAPITAL II, L.P.**  
By: **Prolog Ventures II, LLC,**  
its General Partner

By: \_\_\_\_\_  
  
Gregory R. Johnson, Managing Director

SECURED PARTIES:

**PROLOG CAPITAL II, L.P.**  
By: **Prolog Ventures II, LLC,**  
its General Partner

By: \_\_\_\_\_  



Name: Gregory R. Johnson

Title: Managing Director

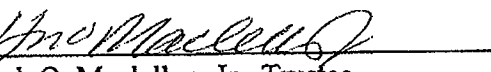
Additional Signature Page to Veran Medical Technologies, Inc.  
Patent, Trademark and License Security Agreement

SECURED PARTIES:

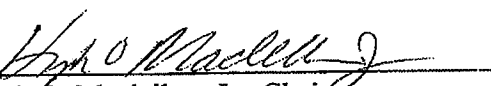
**HUGH & CHARLOTTE MACLELLAN CHARITABLE TRUST**

By:   
Hugh O. Maclellan, Jr., Trustee

**CHRISTIAN EDUCATIONAL  
CHARITABLE TRUST**

By:   
Hugh O. Maclellan, Jr., Trustee

**THE MACLELLAN FOUNDATION, INC.**

By:   
Hugh O. Maclellan, Jr., Chairman

**EXHIBIT A**

**Secured Parties**

Prolog Capital II, L.P.  
Hugh & Charlotte Maclellan Charitable Trust  
Christian Educational Charitable Trust  
The Maclellan Foundation, Inc.

**SCHEDULE A**

**Issued Patents**

<b>Patent No.</b>	<b>Country</b>	<b>Date Issued</b>	<b>Title/Description</b>
5192381	Japan	02/08/2013	APPARATUS AND METHOD FOR IMAGE GUIDED ACCURACY VERIFICATION
7,398,116	U.S.	07/08/2008	METHODS, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING IMAGE GUIDED INTERVENTIONS
7,853,307	U.S.	12/14/2010	METHODS, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING IMAGE GUIDED INTERVENTIONS
7,920,909	U.S.	04/05/2011	APPARATUS AND METHOD FOR AUTOMATIC IMAGE GUIDED ACCURACY VERIFICATION
7,962,193	U.S.	06/14/2011	APPARATUS AND METHOD FOR IMAGE GUIDED ACCURACY VERIFICATION
8,150,495	U.S.	04/03/2012	BODILY SEALANTS AND METHODS AND APPARATUS FOR IMAGE-GUIDED DELIVERY OF SAME
8,483,801	U.S.	07/09/2013	METHOD, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING IMAGE GUIDED INTERVENTIONS

**SCHEDULE B**

**Pending Applications**

<b>Application No.</b>	<b>Country</b>	<b>Date Filed</b>	<b>Title/Description</b>
04780780.5	Europe	08/11/2004	METHODS, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING IMAGE GUIDED INTERVENTIONS
06814538.2	Europe	09/12/2006	APPARATUS AND METHOD FOR IMAGE GUIDED ACCURACY VERIFICATION
11818898.6	Europe	08/22/2011	APPARATUS AND METHOD FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
PCT/US13/27270	PCT	02/22/2013	SYSTEMS, METHODS, AND DEVICES FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/405,290	U.S.	02/25/2012	BODILY SEALANTS AND METHODS AND APPARATUS FOR IMAGE-GUIDED DELIVERY OF SAME
13/932,428	U.S.	07/01/2013	METHOD, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING IMAGE GUIDED INTERVENTIONS
13/035,945	U.S.	02/26/2011	APPARATUS AND METHOD FOR AUTOMATIC IMAGE GUIDED ACCURACY VERIFICATION
13/103,674	U.S.	05/09/2011	APPARATUS AND METHOD FOR IMAGE GUIDED ACCURACY VERIFICATION
13/215,017	U.S.	08/22/2011	APPARATUS AND METHOD FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION IN ENDOSCOPIC APPLICATIONS
13/215,036	U.S.	08/22/2011	APPARATUS AND METHOD FOR AIRWAY REGISTRATION AND NAVIGATION
13/215,041	U.S.	08/22/2011	SYSTEMS, INSTRUMENTS, AND METHODS FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/215,050	U.S.	08/22/2011	APPARATUS AND METHOD FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION INCLUDING ENDOSCOPIC MAPPING
13/817,730	U.S.	02/19/2013	APPARATUS AND METHOD FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/773,981	U.S.	02/22/2013	SURGICAL CATHETER HAVING SIDE EXITING MEDICAL INSTRUMENT AND RELATED SYSTEMS AND METHODS FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/773,984	U.S.	02/22/2013	SYSTEMS, METHODS AND DEVICES FOR FORMING RESPIRATORY-GATED POINT CLOUD FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/773,990	U.S.	02/22/2013	SYSTEMS, METHODS AND DEVICES FOR PLACING A LOCALIZATION ELEMENT IN AN ORGAN OF A PATIENT FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION
13/773,997	U.S.	02/22/2013	STEERABLE SURGICAL CATHETER HAVING BIOPSY DEVICES AND RELATED SYSTEMS AND METHODS FOR FOUR DIMENSIONAL SOFT TISSUE NAVIGATION

**SCHEDULE C**

**United States Trademarks**

<b>Trademark No.</b>	<b>Date Issued</b>	<b>Mark</b>
4,071,173	12/13/2011	SPIN DRIVE
4,174,837	07/17/2012	ALWAYS-ON TIP TRACKED



**SCHEDULE D**

**United States Trademark Applications**

<b>Application No.</b>	<b>Date Filed</b>	<b>Mark</b>
85/691,210	07/31/2012	NAVIGATE. DIAGNOSE. TREAT.
85/780,004	11/15/2012	VERAN MEDICAL TECHNOLOGIES

## **SCHEDULE E**

### **Licenses**

1. License Agreement, dated June 1, 2009, between Veran Medical Technologies, Inc. and Medtronic Navigation, Inc. as amended April 12, 2010 and on December 20, 2010.
2. Amended and Restated License and Services Agreement, dated January 21, 2012, between Veran Medical Technologies, Inc. and VIDA Diagnostics.
3. Software Development Agreement, dated April 18, 2011, between [redacted] and Veran Medical Technologies, Inc., as amended on July 22, 2013.
4. License and Development Agreement, dated March 14, 2011, between Veran Medical Technologies, Inc. and Intuitive Surgical Operations.
5. Research and Development Contract, dated July 30, 2013, between Veran Medical Technologies, Inc. and [redacted].