

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athyrium Opportunities Fund (A), LP, as resigning Administrative Agent		12/13/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as successor Administrative Agent		
Street Address:	110 East 58th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	036251-006 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$40.00 3861417

900275318

**TRADEMARK
 REEL: 005186 FRAME: 0988**

Signature:	/John E. Slaughter/
Date:	12/20/2013
Total Attachments: 5 source=Executed IP Assignment - SynCardia#page1.tif source=Executed IP Assignment - SynCardia#page2.tif source=Executed IP Assignment - SynCardia#page3.tif source=Executed IP Assignment - SynCardia#page4.tif source=Executed IP Assignment - SynCardia#page5.tif	

INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") dated as of December 13, 2013 is by and among **ATHYRIUM OPPORTUNITIES FUND (A), LP**, in its capacity as resigning Administrative Agent (in such capacity, the "Resigning Agent"), and **CANTOR FITZGERALD SECURITIES**, in its capacity as successor Administrative Agent (in such capacity, the "Successor Agent").

WHEREAS, that certain Credit Agreement dated as of March 5, 2013 (as amended or otherwise modified from time to time, the "Existing Credit Agreement") was entered into by and among SynCardia Systems, Inc., as Borrower, the Guarantors party thereto, the Lenders party thereto, and Athyrium Opportunities Fund (A) LP, as Administrative Agent. In connection therewith, the Notice of Grant of Security Interest in Patents dated as of March 5, 2013 and recorded at the United States Patent and Trademark Office ("USPTO") on March 6, 2013 at Reel 029939 Frame 0433 and Notice of Grant of Security Interest in Trademarks dated as of March 5, 2013 and recorded at the USPTO on March 6, 2013 at Reel 4975 Frame 0824 (each an "IP Notice", and collectively, the "IP Notices") were entered into by and among the Borrower and Athyrium Opportunities Fund (A) LP, as Administrative Agent;

WHEREAS, pursuant to the Security Agreement dated as of March 5, 2013 (as amended or otherwise modified from time to time, the "Security Agreement") entered into by and among the Loan Parties, as Grantors, and Athyrium Opportunities Fund (A) LP, as the Administrative Agent, the Borrower granted a continuing security interest in, and a right to set off against, any and all right, title and interest of the Borrower, in the Collateral (as defined in the Security Agreement); and

WHEREAS, in connection with the resignation of Athyrium Opportunities Fund (A) LP, as Administrative Agent and the appointment of Cantor Fitzgerald Securities as successor Administrative Agent pursuant to Section 10.06 of the Existing Credit Agreement and Section 11.19 of the Amended and Restated Credit Agreement dated as of December 13, 2013 (as amended or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), the Resigning Agent desires to assign all of its right, title and interest in and to the IP Rights included in the Collateral ("Intellectual Property Collateral") to the Successor Agent, including the Intellectual Property Collateral identified on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Existing Credit Agreement and Amended and Restated Credit Agreement, as applicable.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral identified on Schedule 1 hereto, the IP Notices, all security interests in the Intellectual Property Collateral arising under the Loan Documents, and all security interest filings and notices relating to the Intellectual Property Collateral associated with the Loan Documents, together with any rider, addendum, exhibit,

schedule and attachment thereto. The parties hereto agree that this Agreement is intended to be an absolute assignment.

3. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

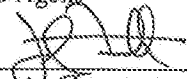
5. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail or other electronic imaging means shall be effective as an original.

6. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

ATHYRIUM OPPORTUNITIES FUND (A), LP, a Delaware limited partnership, as resigning Administrative Agent

By: 
Name: Jeffrey A. Fellow
Title: PRESIDENT

CANTOR FITZGERALD SECURITIES, a New York general partnership, as successor Administrative Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

ATHYRIUM OPPORTUNITIES FUND (A), LP, a Delaware limited partnership, as resigning Administrative Agent

By: _____
Name:
Title:

CANTOR FITZGERALD SECURITIES, a New York general partnership, as successor Administrative Agent

By: _____
Name: James Bond
Title: Chief Operating Officer 

Schedule 1

INTELLECTUAL PROPERTY COLLATERAL

U.S. Patents Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Athyrium Opportunities Fund (A) LP, as Administrative Agent
Recorded March 6, 2013 at Reel 029939 Frame 0433

Issued Patents

Title	Patent No.	Issue Date
SCOTCH-YOKE MECHANISM FOR REDUNDANT ACTUATION APPLICATIONS	8070455	12/06/11
ACTUATING MECHANISM FOR PNEUMATICALLY-DRIVEN ARTIFICIAL HEART	8021422	09/20/11
APPARATUS AND METHOD FOR PNEUMATICALLY DRIVING AN IMPLANTABLE MEDICAL DEVICE	7811318	10/12/10

Pending Application

Title	Appl. No.	Filing Date
VALVE FOR VENTRICULAR ASSIST DEVICE	12774103 20110275882	05/05/10

U.S. Trademark Subject to Security Interest
Granted by SynCardia Systems, Inc.
In Favor of Athyrium Opportunities Fund (A) LP, as Administrative Agent
Recorded March 6, 2013 at Reel 4975 Frame 0824

Registered Mark

Mark	Reg. No.	Reg. Date
FREEDOM	3861417	10/12/10