

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuvein Inc.		01/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3565545	ACCUVEIN	
Serial Number:	85900359	I'M A PATIENT NOT A PIN CUSHION	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F148309		
NAME OF SUBMITTER:	Laura A. Kenerson		
Signature:	/Laura A. Kenerson/		

OP \$65.00 3565545

TRADEMARK

Date:

02/03/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 31, 2014 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **ACCUVEIN INC.**, a Delaware corporation, with its principal place of business at 40 Goose Hill Road, Cold Spring Harbor, New York 11724 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement (Domestic Line) by and between Bank and Grantor dated as of March 7, 2012, as amended by that certain First Loan Modification Agreement (Domestic Line) dated as of the date hereof (as has been and as may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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.


GRANTOR:

Address of Grantor:

40 Goose Hill Road
Cold Spring Harbor, New York 11724

Attn: _____

ACCUVEIN INC.

By: 
Name: Ron Goldman
Title: CEO Accuvein Inc.

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Lauren Cole

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

40 Goose Hill Road
Cold Spring Harbor, New York 11724

Attn: _____

GRANTOR:

ACCUVEIN INC.

By: _____

Name: _____

Title: _____

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Lauren Cole

BANK:

SILICON VALLEY BANK

By: Lauren Cole

Name: Lauren Cole

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATIC ALIGNMENT OF A CONTRAST ENHANCEMENT SYSTEM	12/215,713	06/27/2008
DEVICE FOR DETECTING AND ILLUMINATING THE VASCULATURE	13/957,767	08/02/2013
ENHANCED LASER VEIN CONTRAST ENHANCER WITH PROJECTION OF ANALYZED VEIN DATA	Canadian App. 2,677,189 European App. 07868095.6 PCT/US07/26419 Taiwan App. 97102467 11/807,359 (PATENT NO. 8,489,178) 13/910,257 Con. of 11/807,359	12/28/2007 09/24/2009 12/28/2007 01/23/2008 05/25/2007 06/05/2013
PRACTITIONER MOUNTED MICRO VEIN ENHANCER	Brazilian App.01808004159 Canadian App. 2,635,851 European App. 06838085.6-2305 European Divisional App. 11195043.2 Natl. Part of Euro. Patent 1981385 in Gr. Brit. Natl. Part of Euro. Patent 1981385 in France Natl. Part of Euro. Patent 1981385 in Germany	10/27/2008 11/20/2006

	Japanese App. 2008-548513	
	Japanese Divisional App. 2013-153035	
	Korean App. 10-2008-7018809	11/20/2006
	Mexican App. MX/a/2008/008632 (PATENT NO. 0357588)	06/23/2008
	Mexican Divisional App.	
	PCT/US2006/044925	11/20/2006
	Taiwan App. 96124062	07/09/2007
	11/478,322 – Utility (PATENT NO. 8,478,386)	06/29/2006
	11/985,343 - Cont. (PATENT NO. 8,255,040)	11/14/2007
	13/898,737 – Cont. of 11/478,322	05/21/2013
	13/444,940 – CIP of 11/985,343 which is a CIP of 11/478,322	04/12/2012
	11/605,069 - DIVISION 1 (PATENT NO. 8,073,531)	11/29/2006
	13/287,223 - Con. DIV. 1 (PATENT NO. 8,295,904)	11/02/2011
	13/648,390 – Con. Of 13/287,223	10/10/2012
	11/605,172 - DIVISION 2 (PATENT NO. 7,904,138)	11/28/2006
	12/931,151 - Con. DIV. 2	01/25/2011
	11/605,076 - DIVISION	11/28/2006

	3 (PATENT NO. 8,150,500)	
MODULE MOUNTING MIRROR ENDOSCOPY	12/925,742 14/101,580 – Cont.	10/28/2010 12/10/2013
APPARATUS MOUNTED VEIN CONTRAST ENHANCER	12/804,088	07/13/2010
MULTISPECTRAL DETECTION AND PRESENTATION OF AN OBJECTS CHARACTERISTICS	12/925,166 (PATENT NO. 8,594,770) 14/053,775 – Con. of 12/925,166	10/14/2010 10/15/2013
PROJECTION SYSTEM	12/150,102 (PATENT NO. 8,328,368) 13/585,957 - Con. of 12/150,102	04/24/2008 08/15/2012
SCANNED LASER VEIN CONTRAST ENHANCER	Canadian App. 2,677,217 European App. 07868094.9 PCT/US07/26418 Taiwan App. 97102475 11/700,729 11/807,255 – DIVISION A (PATENT NO. 8,380,291) 13/649,234 – Con. of DIV. A 11/807,064 – DIVISION B (PATENT NO. 8,391,960) 13/648,465 – Con. of DIV. B 11/807,057 – DIVISION C (PATENT NO. 8,244,333)	10/23/2009 09/24/2009 12/28/2007 01/28/2008 01/31/2007 05/25/2007 10/11/2012 05/25/2007 10/10/2012 05/25/2007
SYSTEM FOR DETECTING AND PROJECTING A REPRESENTATIVE IMAGE	61/733,535 61/830,225 (2 nd Prov.)	12/05/2012 06/03/2013

	14/097,313 (NON-PROVISIONAL OF 61/733,535 & 61/830,225)	12/05/2013
SYSTEM & METHOD FOR LASER IMAGING AND ABLATION OF CANCER CELLS USING FLUORESCENCE	14/097,337 (NON-PROVISIONAL OF 61/733,535 & 61/830,225)	12/05/2013
SYSTEM & METHOD FOR MULTI-COLOR LASER IMAGING AND ABLATION OF CANCER CELLS USING FLUORESCENCE	14/097,323 (NON-PROVISIONAL OF 61/733,535 & 61/830,225)	12/05/2013
THREE DIMENSIONAL IMAGING OF VEINS	PCT/US2007/015027 11/823,862 (PATENT NO. 7,983,738) 13/135,591 - Cont.	06/28/2007 07/08/2011
VEIN SCANNER	PCT App. US2011/001285 12/804,506 (PATENT NO. 8,463,364) 13/778,426 - Cont. of 12/804,506	07/22/2010 2/27/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AccuVein	3,565,545 (U.S.)	01/20/2009
Accuvein	2011/058303SL (China)	07/12/2012
Accuvein	5,552,434 (Japan)	01/25/2013
Accuvein	489581 (Russia)	07/14/2013
Accuvein	2012/12528 (South Africa)	06/12/2012
I'm a Patient Not a Pin Cushion	85/900,359 (U.S.)	04/10/2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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