

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Invuity, Inc.		02/28/2014	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
Name:	HealthCare Royalty Partners II, L.P.
Street Address:	300 Atlantic Street
Internal Address:	Suite 600
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3603538	BRITFIELD
Registration Number:	3604233	INVUITY
Serial Number:	85333805	EIGR
Serial Number:	85378444	EIGR

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6172359493
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617.951.7000
Email:	trademarks@ropesgray.com
Correspondent Name:	Erin Daley, Ropes & Gray LLP
Address Line 1:	800 Boylston Street
Address Line 2:	Prudential Tower
Address Line 4:	Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	108662-0010 INVUTIY, INC.	<b>TRADEMARK</b>
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CH \$115.00 3603538

NAME OF SUBMITTER:	Erin Daley
Signature:	/Erin Daley/
Date:	02/28/2014
<b>Total Attachments: 5</b> source=Invuity, Inc. Trademark Security Agreement#page1.tif source=Invuity, Inc. Trademark Security Agreement#page2.tif source=Invuity, Inc. Trademark Security Agreement#page3.tif source=Invuity, Inc. Trademark Security Agreement#page4.tif source=Invuity, Inc. Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014, by INVUITY, INC. ("Grantor"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P. ("Lender").

### WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement dated as of February 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Lender for the benefit of the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) trademarks of such Grantor listed on Schedule I attached hereto;
- (b) the goodwill of each Grantor associated with the trademarks referred to in clause (a) above; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement pursuant to its terms, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 5. 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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

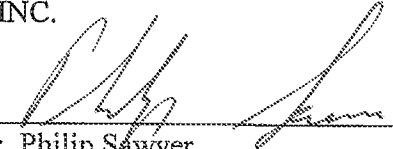
[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

INVUITY, INC.

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

  
Name: Philip Sawyer

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005227 FRAME: 0385**

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.

By: HealthCare Royalty GP II, LLC, its  
General Partner

By: 

\_\_\_\_\_  
Name: Gregory B. Brown  
Title: Founding Managing Director

[Signature page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

OWNER	REGISTRATION/APPLICATION/SERIAL NUMBER	TITLE
Invuity, Inc.	3,603,538	BRITFIELD
Invuity, Inc.	3,604,233	INVUITY
Invuity, Inc.	85/333,805	EIGR
Invuity, Inc.	85/378,444	EIGR & DESIGN