

## 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
ICARDIAC TECHNOLOGIES, INC.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	230 WEST MONROE		
Internal Address:	SUITE 720		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3391604	ICARDIAC	
Registration Number:	3917613	NEWCARDIO	
Registration Number:	3929154	NEWCARDIO	
Registration Number:	3894656	QTINNO	
Registration Number:	3894659	QTINNO	
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		

OP \$140.00 3391604

ATTORNEY DOCKET NUMBER:	F148708
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	03/03/2014
Total Attachments: 5 source=Trademark Security Agreement - iCardiac#page2.tif source=Trademark Security Agreement - iCardiac#page3.tif source=Trademark Security Agreement - iCardiac#page4.tif source=Trademark Security Agreement - iCardiac#page5.tif source=Trademark Security Agreement - iCardiac#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of February 28, 2014, is entered into by and between **ICARDIAC TECHNOLOGIES, INC.**, a Delaware corporation (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 28, 2014, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of February 28, 2014, among Grantor, Assignee, the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Bank.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. 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.

6. 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.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ICARDIAC TECHNOLOGIES, INC.

By: 

Name: J. Mikael Totterman

Title: Chief Executive Officer

Address of Grantor:

150 Allens Creek Road

Rochester, NY 14618

Attention: J. Mikael Totterman

Facsimile No.: 212-504-8261

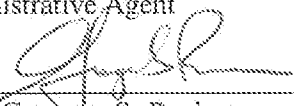
E-mail: mike.totterman@icardiac.com

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005228 FRAME: 0870

ASSIGNEE:



**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: Gregory S. Pachus  
Title: Managing Director

Address of Assignee:  
Silicon Valley Bank  
230 West Monroe, Suite 720  
Chicago, IL 60606  
Attn: Jesse Meyer  
Email: [jmeyer@svb.com](mailto:jmeyer@svb.com)

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
iCardiac	77225397	7/10/2007	3391604	3/4/2008
NewCardio	77720929	4/23/2009	3917613	2/8/2011
newcardio 	77721668	4/24/2009	3929154	3/8/2011
QTINNO	77720941	4/23/2009	3894656	12/21/2010
	77721695	4/24/2009	3894659	12/21/2010