

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303043

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atricure, Inc.		04/24/2014	CORPORATION: DELAWARE
Atricure, LLC		04/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
Endoscopic Technologies, LLC		04/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	380 Interlocken Crescent, Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3299502	ENDO-XCL	
Registration Number:	3299501	ENDO-XCR	
Registration Number:	3142212	ISOLATOR	
Registration Number:	3573736	ATRICLEP	
Registration Number:	3455055	COOLRAIL	
Registration Number:	2972217	ISOLATOR LONG	
Registration Number:	2708992	ATRICURE	
Registration Number:	3619880	COSGROVE-GILLINOV	
Registration Number:	3785660	CRY01	
Registration Number:	3788532	GILLINOV-COSGROVE	
Registration Number:	3986413	SYNERGY ACCESS	
Registration Number:	3993674	CRYOICE	
Registration Number:	4351248	ATRICLEP PRO	
Registration Number:	2539354	ESTECH	
Registration Number:	3677933	AFFIRM	
Registration Number:	4290128	COBRA FUSION	
Serial Number:	85513433	FUSION	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85682185	VERSAPOLAR
Registration Number:	4409688	COBRA

CORRESPONDENCE DATA

Fax Number: 8004947512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149582
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	04/30/2014

Total Attachments: 11

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**AMENDED AND RESTATED JOINT
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Joint Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of April 24, 2014 by and among (i) **SILICON VALLEY BANK** (“**Bank**”) and (ii) **ATRICURE, INC.**, a Delaware corporation (“**Atricure**”), **ATRICURE LLC**, a Delaware limited liability company (“**Atricure LLC**”) and **ENDOSCOPIC TECHNOLOGIES, LLC**, a Delaware limited liability company (“**Endoscopic**, and together with Atricure and Atricure, individually and collectively, jointly and severally, the “**Grantor**”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of May 1, 2009, by and between Borrower and Atricure.

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 Amended and Restated Loan and Security Agreement, dated as of September 13, 2010 (as the same 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 continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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**”);

2. 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;

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

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

c/o AtriCure, Inc.
6217 Centre Park Drive
West Chester, Ohio 45069
Attn: M. Andrew Wade
Fax: (513) 644-1315
Email: awade@atricure.com

ATRICURE, INC.

By: M. Andrew Wade
Name: M. Andrew Wade
Title: VP : CFO

ATRICURE LLC

By: M. Andrew Wade
Name: M. Andrew Wade
Title: VP : CFO

ENDOSCOPIC TECHNOLOGIES, LLC

By: M. Andrew Wade
Name: M. Andrew Wade
Title: VP : CFO

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Tom Hertzberg
Fax: (303) 469-9088
Email: thertzberg@svb.com

BANK:

SILICON VALLEY BANK

By: Tom Hertzberg
Name: Tom Hertzberg
Title: Vice President

5421503

TRADEMARK
REEL: 005270 FRAME: 0716

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

ATRICURE, INC. as Registrant:

U.S. ISSUED

Transmural Ablation Device	6546935	4/15/03
Transmural Ablation Device and Method	6517536	2/11/03
Method of Transmural Ablation	6896673	5/24/05
Transmural Ablation Device with Moveable Hinge	7241292	7/10/07
Transmural Ablation Device with Integral EKG Sensor	6932811	8/23/05
Transmural Ablation Device with Integral EKG Sensor	7468061	12/23/08
Transmural Ablation Device	7001415	2/21/06
Transmural Ablation Device with Parallel Electrodes	6984233	1/10/06
Transmural Ablation Device	7113831	9/26/06
Transmural Ablation Device with Thermocouple for Measuring Tissue Temperature	6974454	12/13/05
Transmural Ablation Device with Temperature Sensor	7393,353	7/1/08
Transmural Ablation Device with Spring Loaded Jaws	6923806	8/2/05
Transmural Ablation Device with EKG Sensor and Pacing Electrode	6905498	6/14/05
Transmural Ablation Device – Method	6889694	5/10/05
Sub-Xyphoid Method for Ablating Cardiac Tissue	7487780	2/10/09
Combination Ablation and Visualization Apparatus for Ablating Cardiac Tissue	6899710	5/31/05
Method and Apparatus for Ablating Cardiac Tissue with Guide Facility	7288092	10/30/07
Articulated Clamping Member	7291161	11/6/07
Handle for Surgical Device	D544602	6/12/07
Apparatus and Method for Morselating and Removing Tissue from a Patient	5814044	9/29/98
Apparatus and Method for Morselating and Removing Tissue from a Patient	6007512	12/28/99
Apparatus and Method for Morselating and Removing Tissue from a Patient	6036681	3/14/00
System for Morselating and Removing Tissue from a Patient	5957884	9/28/99
Bipolar Electrosurgical Scissors	6179837	1/30/01
Bipolar Electrosurgical Scissors	6391029	5/21/02
Bipolar Electrosurgical Scissors	6464701	10/15/02
Bipolar Electrosurgical Scissors	5766166	6/16/98
Tissue Grasping Apparatus and Method of Use	6086586	7/11/00
Combination Monopolar-Bipolar Electrosurgical Instrument System, Instrument and Cable	6113596	9/5/00
Method and Apparatus for the Minimally Invasive Harvesting of a Saphenous Vein and the Like	5817013	10/6/98
Method and Apparatus for the Minimally Invasive Harvesting of a Saphenous Vein and the Like	6022313	2/8/00

Electrode and Bipolar Ablation Method Using Same Method	7530980	4/13/05
Transmural Device with Thin Electrodes	7604634	12/12/01
Method for Ablating Cardiac Tissue	7543589	6/9/09
Method and Apparatus for Ablating Cardiac Tissue with Guide Facility	7288092	10/30/07
Instrument Guide and Method for Use (Composite)	8029528	10/19/05
Surgical Ablation and Pacing Device	7828795	2/28/06
Surgical Clamp (Bipolar Clamp)	7582086	10/19/05
Two Piece Jaw for Bipolar Ablation Device	8083739	12/27/11
Ablation Device with Sensor (End cap snap on with electrodes)	8034051	10/11/11
Ablation Device with Internally Water-Cooled Electrodes	8353907	1/15/13
Matrix Router switchbox	8603083	12/10/13
Clip Applicator	8636754	1/28/14
Ablation Device with Sensor	8348939	1/8/13
Surgical Ablation and Pacing Device	8057471	11/15/11
Surgical Clamp	7951147	5/31/11
Bipolar Electrosurgical Scissors	5951549	9/14/99
Electrosurgical Device for Harvesting a Vessel	5891140	4/6/99

Patent Applications

	<u>Patent Application Number</u>	<u>Filing Date</u>
Transmural Ablation Device Parallel Jaws	20020107514	11/9/01
Magnetic Catheter Ablation Device and systems	20050187545	2/17/05
Removable Cryogenic Probe Appliance	20070185477	2/7/07
Lighted Dissector and Method for Use (Instrument & Design)	2005023561	3/9/04
Instrument Guide and Method for Use	20060149121	1/3/05
Surgical Ablation Device	20060161149	1/18/05
Matrix Router Cardiovascular	20070191826	7/17/06
Method and Apparatus for Controlling a Surgical Ablation Device	20060161147	1/18/05
Ablation System, Clamp and Method of Use	20080172048	1/7/08
Endo Universal Handpiece (EMUS) for Bipolar System	20080319440	6/19/07
Surgical Instrument with Separate Tool Head & Method for Use	20080243141	4/2/08
Detachable Instrument Guide with Pin (Bifurcated-Improvement on Instrument Guide filed under 528535 and 533936).	20070144537	12/11/06
Method and Apparatus for Occluding An Anatomical Structure	20080208324	2/20/08
Clip Holder	20100179570	1/13/09
Apparatus/Method for Occluding an Anatomical Structure ("Bandit Clip")	20090012545	7/8/08
Implantable Tissue Marker and electrode	20100114287	10/30/09
Matrix Router for Surgical Ablation	20140052130	2/20/14
Clip Deployment Tool and Associated Methods	20130190777	1/20/12
Cryogenic Probe with Seivel	20120109117	5/3/12
Apparatus and Method for Occluding an Anatomical Structure	20120035631	1/20/11

Appendage Clamp Deployment Assist Device	20120109161	10/27/11
Surgical Instrument with Separate Tool Head and Method of Use	20120179153	3/16/12
Robotic Toolkit	20120323256	5/22/12
Surgical Ablation and Pacing Device	20120059370	3/8/12
Ablation Device with Sensor	20110313413	12/22/11
Method and Apparatus for Determining the Efficacy of a Lesion	20100152728	12/10/09
Cryogenic Probe	20100241114	3/19/10
Surgical Clamp	20100185232	3/29/10
Ablation Device with Cooled Electrodes and Method of Use	20100305562	4/26/10
Apparatus and Methods for Separating Pericardial Tissue from the Epicardium of the Heart	20100274129	4/26/10
Flexible Ablation Clamp	20100286688	5/7/10

FOREIGN ISSUED

Bipolar Electrical Surgical Scissors	3,839,480	09/08/1997
Bipolar Electrical Surgical Scissors	EP O 0813390 B1	03/05/1996
Bipolar Electrosurgical Scissors	0 853 922	10/16/1997
Bipolar Electrosurgical Scissors		03/05/1996

FOREIGN NATIONAL STAGE

Transmural Ablation Device and Method		10/28/2002
Transmural Ablation Device and Method		11/26/2002
Method and Apparatus for Ablating Cardiac Tissue with Guide Facility		04/23/2004
Articulated Clamping Method		09/26/2003
Lighted Dissector and Method for Use (Species)		11/22/2006
Instrument Guide and Method for Use		11/18/2005
Surgical Ablation Device (Basic pen).		12/06/2005
Method and Apparatus for Controlling a Surgical Ablation Device		12/06/2005
Surgical Clamp		10/19/2005
Ablation System, Clamp and Method of Use		01/07/2008
Ablation Device with Sensor (End cap snap on with electrodes)		06/06/2007
Ablation Device with Internally Water-Cooled Electrodes		01/15/2009
Transmural Ablation Device and Method		10/22/2002
Transmural Ablation Device with EKG Sensor and Pacing Electrode		01/27/2003
Lighting Dissector and Method for Use (Genus)		02/09/2005
<u>PVC</u>		
Detachable Instrument Guide with Pin		12/11/06

ENDOSCOPIC TECHNOLOGIES, LLC (as successor by merger to Endoscopic Technologies, Inc.), as Registrant

<u>U.S. ISSUED</u>	<u>Patent Number</u>	<u>Issue Date</u>
Cardiac ablation devices and methods	6,849,075	2/1/05
Visualization During Closed-Chest Surgery	7,074,180	7/11/06
Cardiac Treatment Devices and Methods	7,226,448	6/5/07
Retractor with Inflatable Blades	7,294,103	11/13/07
Cardiac ablation devices and methods	7,399,300	7/15/08
Conduction block verification probe and method of use	7,542,807	6/2/09
Cardiac ablation devices and methods	7,591,818	9/22/09
Electrophysiology electrode having multiple power connections and electrophysiology devices including the same	7,674,258	3/9/10
Methods and devices for minimally invasive cardiac surgery for atrial fibrillation	7,749,157	7/6/10
Apparatus for securing an electrophysiology probe to a clamp	7,753,908	7/13/10
Clamp based lesion formation apparatus and methods configured to protect non-target tissue	7,785,324	8/31/10
Cardiac treatment devices and methods	7,819,867	10/26/10
Atraumatic tissue retraction device	7,909,761	3/22/11
Methods and devices for minimally invasive cardiac surgery for atrial fibrillation	7,951,069	5/31/11
Conduction block verification probe and method of use	7,957,820	6/7/11
Clamp based methods and apparatus for forming lesions in tissue and confirming whether a therapeutic lesion has been formed	8,002,770	8/23/11
Ablative treatment of the heart to improve patient outcomes following surgery	8,096,990	1/17/12
Cardiac ablation systems and methods	8,216,221	7/10/12
Apparatus for securing an electrophysiology probe to a clamp	8,241,277	8/14/12
Clamp based methods and apparatus for forming lesions in tissue and confirming whether a therapeutic lesion has been formed	8,409,198	4/2/13
Cardiac ablation devices and methods	8,419,729	4/16/13
Magnetic navigation systems and methods	8,430,875	4/30/13
Method for ablating heart tissue to treat a cardiac arrhythmia	8,454,593	6/4/13
Electrophysiology electrode having multiple power connections and electrophysiology devices including the same	8,518,038	8/27/13
Cardiac treatment devices and methods	8,535,307	9/17/13
Cardiac treatment devices and methods	8,545,498	10/1/13
TISSUE RETRACTORS WITH FLUID EVACUATION/INFUSION AND/OR LIGHT EMISSION CAPABILITY	8696556	4/15/14
MAGNETIC NAVIGATION SYSTEMS AND METHODS	8430875	4/30/13
CLAMP BASED METHODS AND APPARATUS FOR FORMING LESIONS IN TISSUE AND CONFIRMING WHETHER A THERAPEUTIC LESION HAS BEEN FORMED	8409198	4/2/13
Cardiac ablation devices and methods	7399300	7/15/08
Cardiac ablation devices and methods	8419729	4/16/13
CARDIAC ABLATION SYSTEMS AND METHODS	8628522	1/14/14
Cardiac ablation devices and methods	8454593	6/4/13
CARDIAC ABLATION SYSTEMS AND METHODS	8216221	7/10/12
CARDIAC TREATMENT DEVICES AND METHODS	8535307	9/17/13

CARDIAC ABLATION DEVICES AND METHODS	8545498	10/1/13
ELECTROPHYSIOLOGY ELECTRODE HAVING MULTIPLE POWER CONNECTIONS AND ELECTROPHYSIOLOGY DEVICES INCLUDING THE SAME	8518038	8/27/13

Patent Applications

	<u>Patent Application Number</u>	<u>Filing Date</u>
Surgical Probe For Supporting Inflatable Therapeutic Devices In Contact With Tissue In Or Around Body Orifice And Within Tumors	20090099564	7/17/08
MAGNETIC INTRODUCER SYSTEMS AND METHODS	20090163768	12/19/08
CONDUCTION BLOCK SYSTEMS AND METHODS	20090281541	5/11/09
RETRACTORS AND SURGICAL SYSTEMS INCLUDING THE SAME	20100280325	4/30/09
TRANSMURALITY CLAMP SYSTEMS AND METHODS	20100331838	6/24/10
BIPOLAR BELT SYSTEMS AND METHODS	20110034915	8/5/10
SCOPE AND MAGNETIC INTRODUCER SYSTEMS AND METHODS	20110066000	9/10/10
ADJUSTABLE CLAMP SYSTEMS AND METHODS	20110152860	12/17/10
HEMOSTATIC STABILIZATION SYSTEM	20110152915	12/13/10
METHODS AND DEVICES FOR MINIMALLY INVASIVE CARDIAC SURGERY FOR ATRIAL FIBRILLATION	20110230903	5/27/11
INDIFFERENT ELECTRODE PAD SYSTEMS AND METHODS FOR TISSUE ABLATION	20110238058	3/29/11
PROTECTIVE SYSTEMS AND METHODS FOR USE DURING ABLATION PROCEDURES	20110238059	3/29/11
METHODS AND DEVICES FOR CARDIAC SURGERY	20120083664	
STABILIZED ABLATION SYSTEMS AND METHODS	20120123411	11/14/11
APPARATUS FOR SECURING AN ELECTROPHYSIOLOGY PROBE TO A CLAMP	20120303027	
HIGH-VOLTAGE PULSE ABLATION SYSTEMS AND METHODS	20120310237	5/31/11
LEFT ATRIAL APPENDAGE TREATMENT SYSTEMS AND METHODS	20120323262	6/15/12

EXHIBIT C

Trademarks

ATRICURE, INC. as Registrant:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENDO – XCL Trademark	3299502	5/8/07
ENDO – XCR Trademark	3299501	5/8/07
ISOLATOR Trademark	3142212	10/27/11
AtriClip Trademark	3573736	1/9/08
COOLRAIL linear pen and patents on Products	3455055	7/5/07
ISOLATOR LONG Trademark	2972217	1/1/05
ATRICURE Trademark	2708992	11/30/01
Cosgrove-Gillinov	3619880	5/8/07
CRY01	3785660	8/4/09
GILLINOV-COSGROVE	3,788,532	11/24/09
SYNERGY ACCESS	3986413	5/18/10
CRYOICE	3993674	12/14/10
ATRICLIP PRO	4351248	10/9/12

ENDOSCOPIC TECHNOLOGIES, LLC (as successor by merger to Endoscopic Technologies, Inc.), as Registrant:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ESTECH	2539354	2/19/12
AFFIRM (Stylized)	3677933	9/1/09
COBRA FUSION	4290128	2/12/13
FUSION	85-513433	7/10/12
VERSAPOLAR	85-682185	7/19/12
COBRA	4409688	10/1/13

EXHIBIT D

Mask Works

NONE