

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeuroArm Surgical Ltd		03/31/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	DEERFIELD PRIVATE DESIGN FUND II, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	DEERFIELD SPECIAL SITUATIONS FUND, L.P.		
Street Address:	780 Third Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3499058	NEUROARM	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		

CH \$40.00 3499058

Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122728.00008 MHH

NAME OF SUBMITTER: Meghan M. Hungate

SIGNATURE: /meghanmhungate/

DATE SIGNED: 04/15/2015

Total Attachments: 6

source=Guarantor Canadian Trademark Security Agreement#page1.tif

source=Guarantor Canadian Trademark Security Agreement#page2.tif

source=Guarantor Canadian Trademark Security Agreement#page3.tif

source=Guarantor Canadian Trademark Security Agreement#page4.tif

source=Guarantor Canadian Trademark Security Agreement#page5.tif

source=Guarantor Canadian Trademark Security Agreement#page6.tif

CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2015, by and among NEUROARM SURGICAL LTD., a Canadian corporation (the "Grantor") in favour of DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P., DEERFIELD SPECIAL SITUATIONS FUND, L.P. and DEERFIELD SPECIAL SITUATIONS INTERNATIONAL MASTER FUND, L.P. (collectively, the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Facility Agreement dated September 16, 2013 among Borrower and Lenders (as amended on March 31, 2015 and as may be further amended, supplemented, restated or otherwise modified from time to time, the "Facility Agreement"), the Lenders have made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Facility Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lenders, that certain Guaranty and Security Agreement, dated as of September 16, 2013 (including all annexes, exhibits or schedules thereto, as amended on March 31, 2015 and as from time to time may be further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Facility Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to the Lenders to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter owned or acquired or arising (collectively, the "Trademark Collateral"):

all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR GRANTOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby by the Grantor secures the payment and performance of the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lenders pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lenders unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lenders' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Transaction Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

9. THE GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE PROVINCE OF ONTARIO AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDERS' ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THE GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR, AT THE ADDRESS SET FORTH IN THE FACILITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NEUROARM SURGICAL LTD.

By: Jay D. Miller
Name: Jay D. Miller
Title: President & CEO

LENDERS:

**DEERFIELD PRIVATE DESIGN FUND II,
L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name: _____
Title: _____

**DEERFIELD PRIVATE DESIGN
INTERNATIONAL II, L.P.**

By: Deerfield Mgmt., L.P. General Partners
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name: _____
Title: _____

**DEERFIELD SPECIAL SITUATIONS
FUND, L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement - Grantor

TRADEMARK

REEL: 005498 FRAME: 0143

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NEUROARM SURGICAL LTD.

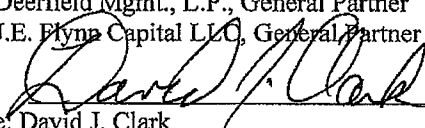
By: _____
Name:
Title:

LENDERS:

**DEERFIELD PRIVATE DESIGN FUND II,
L.P.**

By: Deerfield Mgmt., L.P., General Partner

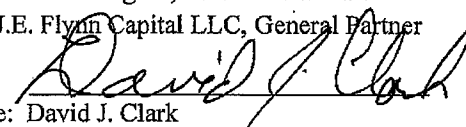
By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD PRIVATE DESIGN
INTERNATIONAL II, L.P.**

By: Deerfield Mgmt., L.P. General Partners

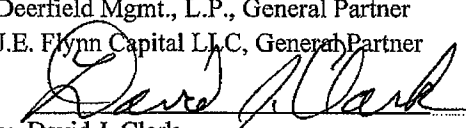
By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD SPECIAL SITUATIONS
FUND, L.P.**

By: Deerfield Mgmt., L.P., General Partner

By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

Signature Page to Trademark Security Agreement - Grantor

**TRADEMARK
REEL: 005498 FRAME: 0144**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark and Trademark Licenses

Mark	Registration/ (Application) No.	Registration/ (Filing) Date	Jurisdiction
NEUROARM	3,499,058	9/9/2008	U.S.
NEUROARM	612,979	6/17/2004	U.S.