

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM339283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDIOFOCUS, INC.		04/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2491207	CARDIOFOCUS	
Registration Number:	4195520	HEARTLIGHT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		

OP \$65.00 2491207

ATTORNEY DOCKET NUMBER:	F155216
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	04/24/2015

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of April 24, 2015, by and among **SILICON VALLEY BANK**, a California corporation with an office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**SVB**"), as collateral agent (in such capacity, the "**Collateral Agent**"), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including SVB in its capacity as a Lender and **OXFORD FINANCE LLC**, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**") (each a "**Lender**" and collectively, the "**Lenders**"), and **CARDIOFOCUS, INC.**, a Delaware corporation with offices located at 500 Nickerson Road, Suite 500-200, Marlborough, Massachusetts 01752 ("**Grantor**").

RECITALS

A. Lenders have 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 by and among Collateral Agent, Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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 to Lenders under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's Obligations to Lenders under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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 the use of 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;

(i) 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 Lenders.

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 Collateral Agent and Lenders 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

CARDIOFOCUS, INC.

By ASG AS
Name: STEPHEN SAGON
Title: PRESIDENT

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

LENDER:

OXFORD FINANCE LLC

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.

GRANTOR:

CARDIOFOCUS, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By Christina M. Zorzi
Name: CHRISTINA M ZORZI
Title: VP

LENDER:

OXFORD FINANCE LLC

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.

GRANTOR:

CARDIOFOCUS, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

LENDER:

OXFORD FINANCE LLC

By MD
Name: Mark Davis
Title: Vice President of Finance

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

US Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	8,900,219	Dec. 2, 2014
CARDIAC ABLATION IMAGE ANALYSIS SYSTEM AND PROCESS	8,702,688	April 22, 2014
CARDIAC ABLATION SYSTEM WITH PULSED AIMING LIGHT	8,696,653	April 15, 2014
GUIDED CARDIAC ABLATION CATHETERS (Appeal No.: 2010-008599)	8,540,704	Sept. 24, 2013
COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,444,639	May 21, 2013
COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,366,705	Feb. 5, 2013
TREATMENT OF ATRIAL FIBRILLATION BY OVERLAPPING CURVILINEAR LESIONS	8,277,444	Oct. 2, 2012
DEFLECTABLE SHEATH CATHETERS FOR RADIO-FREQUENCY ABLATION	8,267,932	Sept. 18, 2012
METHODS FOR ABLATION WITH RADIANT ENERGY	8,241,272	Aug. 14, 2012
DEFLECTABLE SHEATH CATHETERS	8,231,613	July 31, 2012
METHOD AND DEVICE FOR CARDIAC TISSUE ABLATION	8,152,795	April 10, 2012
COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,025,661	Sept. 27, 2011
DEFLECTABLE SHEATH CATHETERS	7,935,108	May 3, 2011
PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	7,357,796	April 15, 2008
METHOD FOR PROJECTION OF ENERGY	7,207,984	April 24, 2007
PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,953,457	Oct. 11, 2005
INTRALUMENAL CONTACT SENSOR	6,942,657	Sept. 13, 2005
SAFETY SHUT-OFF DEVICE FOR LASER SURGICAL INSTRUMENTS EMPLOYING BLACKBODY EMITTERS	6,932,809	Aug. 23, 2005
CATHETER ANCHORING BALLOON STRUCTURE WITH IRRIGATION	6,796,972	Sept. 28, 2004
SURGICAL ABLATION WITH RADIANT ENERGY	6,676,656	Jan. 13, 2004
INTRALUMENAL CONTACT SENSOR	6,626,900	Sept. 30, 2003
BALLOON CATHETER WITH IRRIGATION SHEATH	6,605,055	Aug. 12, 2003
PHOTOABLATION WITH INFRARED RADIATION	6,579,285	June 17, 2003
PHOTOTHERAPEUTIC WAVEGUIDE APPARATUS	6,572,609	June 3, 2003
CARDIAC ABLATION INSTRUMENT	6,558,375	May 6, 2003
PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,423,055	July 23, 2002
CATHETER SYSTEM WITH WORKING PORTION RADIALLY EXPANDABLE UPON ROTATION	6,375,654	April 23, 2002
PHOTOTHERAPY DEVICE INCLUDING HOUSING	6,102,905	Aug. 15, 2000

TRADEMARK

REEL: 005503 FRAME: 0623

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
FOR AN OPTICAL ELEMENT AND METHOD OF MAKING		
PHOTOTHERAPY METHODS AND APPARATUS	5,908,415	June 1, 1999
FIBER OPTIC SPECTROSCOPY	5,773,835	June 30, 1998

Foreign Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PHOTOABLATION SYSTEM	1679045	March 27, 2013
DEFLECTABLE SHEATH CATHETERS	5065052	Aug. 17, 2012
COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	4732330	April 28, 2011
PHOTOABLATION SYSTEM (JP)	4261101	Feb. 20, 2009
PHOTOABLATION SYSTEM (DEe)	60027300.8	April 12, 2006
PHOTOABLATION SYSTEM (EP)	1200002	April 12, 2006
PHOTOABLATION SYSTEM (GBe)	1200002	April 12, 2006
PHOTOTHERAPEUTIC APPARTUS	3675482	May 13, 2005
PHOTOABLATION SYSTEM (DEe)	600 47 922.6	March 27, 2013
PHOTOABLATION SYSTEM (ESe)	1679045	March 27, 2013
PHOTOABLATION SYSTEM (FRe)	1679045	March 27, 2013
PHOTOABLATION SYSTEM (GBe)	1679045	March 27, 2013
PHOTOABLATION SYSTEM (ITe)	1679045	March 27, 2013

US Patent Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
CARDIAC ABLATION SYSTEM WITH INFLATABLE MEMBER HAVING MULTIPLE INFLATION SETTINGS	12/895,987	Oct. 1, 2010
GUIDED CARDIAC ABLATION CATHETERS	13/952,013	July 26, 2013
SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABALATION PROCEDURES	61/985,142	April 28, 2014
SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	14/530,002	Oct. 31, 2014
SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	62/087,121	Dec. 3, 2014
SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	12/423,178	April 14, 2009

Foreign Patent Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
DEFECTABLE SHEATH CATHETERS	06 735 678.2	Feb. 21, 2006
CARDIAC ABLATION SYSTEM WITH INFLATABLE MEMBER HAVING MULTIPLE INFLATION SETTINGS	10821310.9	Oct. 1, 2010
CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	10822613.5	Oct. 6, 2010
CARDIAC ABLATION SYSTEM WITH INFLATABLE MEMBER HAVING MULTIPLE INFLATION SETTINGS	13101262.4	Jan. 29, 2013
CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	13101599.8	Feb. 5, 2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CARDIOFOCUS	001306455	Jan. 2, 2003
CARDIOFOCUS	2,491,207	Sept. 18, 2001
HEARTLIGHT	10280824	Sept. 21, 2011
HEARTLIGHT	4,195,520	Aug. 21, 2012

Pending Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CARDIOFOCUS (International trademark)	A0046763	Dec. 3, 2014
CARDIOFOCUS (Japan)	A0046763	Dec. 3, 2014
HEARTLIGHT (International trademark)	A0046764	Dec. 3, 2014
HEARTLIGHT (Japan)	A0046764	Dec. 3, 2014

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date