

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galil Medical Inc.		07/13/2015	CORPORATION: DELAWARE
Galil Medical Ltd.		07/13/2015	Company: ISRAEL
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: 16			
Property Type	Number	Word Mark	
Serial Number:	85446537	CAUTER-ICE	
Registration Number:	2316977	CRYO-HIT	
Registration Number:	2955426	ICEBULB	
Registration Number:	4147848	ICEEDGE	
Serial Number:	86541150	ICEFORCE	
Serial Number:	86541146	ICEPEARL	
Registration Number:	2923945	ICEROD	
Registration Number:	3634112	ICESEED	
Registration Number:	3562388	ICESPHERE	
Registration Number:	3326972	ICEVUE	
Registration Number:	4748673	I-FLOW	
Registration Number:	3353797	I-THAW	
Registration Number:	3345662	PRESICE	
Registration Number:	2756723	SEEDNET	
Registration Number:	4159065	VISUAL ICE	
Registration Number:	4169198	VISUAL-ICE	
CORRESPONDENCE DATA			

OP \$415.00 85446537

Fax Number: 8004947512

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.

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, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157038
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NAME OF SUBMITTER:	Laura A. Kenerson
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SIGNATURE:	/Laura A. Kenerson/
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DATE SIGNED:	07/13/2015
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Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 13, 2015, by and among **SILICON VALLEY BANK** ("Bank"), **GALIL MEDICAL INC.**, a Delaware corporation ("GM US"), and **GALIL MEDICAL LTD.**, a company registered under the laws of Israel ("GM Israel"; and together with GM US, individually and collectively, jointly and severally, the "Grantor").

RECITALS

A. Lenders (as defined below) 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 Bank and each Grantor Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein are used as defined in the Loan Agreement). Bank is willing 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 Borrower's 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, now or hereafter existing, created, acquired or held (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 of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, 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;
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 (except for U.S. intent-to-use trademark applications for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office)), 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, 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Agent, 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.

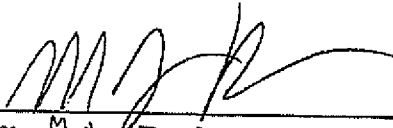
GRANTOR:

Address of Grantor:

4364 Round Lake Road
Arden Hills, Minnesota 55112

Attn: Martin Emerson

GALIL MEDICAL INC., a Delaware corporation

By: 
Name: Martin J. Emerson
Title: CEO

GALIL MEDICAL LTD, a company

By: 
Name: Martin J. Emerson
Title: CEO

AGENT:

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Tom Hertzberg

SILICON VALLEY BANK

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.

Address of Grantor:

4364 Round Lake Road
Arden Hills, Minnesota 55112

Attn: _____

GRANTOR:

GALIL MEDICAL INC., a Delaware corp

By: _____
Name: _____
Title: _____

GALIL MEDICAL LTD., a company
registered under the laws of Israel

By: _____
Name: _____
Title: _____

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Tom Hertzberg

AGENT:

SILICON VALLEY BANK

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

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[See attached]

Owner Name	Title	Country	Application Number	Filing Date	Patent Number
Galil Medical Ltd.	APPARATUS AND METHOD FOR PROTECTING TISSUE DURING CRYOABLATION	US	10/412,330	4/14/2003	7,479,139
Galil Medical Ltd.	MULTIPLE SENSOR DEVICE FOR MEASURING TISSUE TEMPERATURE DURING THERMAL TREATMENT	US	11/991,167	2/28/2008	8,348,855
Galil Medical Ltd.	MULTIPLE CRYOPROBE APPARATUS AND METHOD	US	09/860,486	5/21/2001	6,706,037
Galil Medical Ltd.	MULTIPLE CRYOPROBE APPARATUS AND METHOD	US	10/660,478	9/12/2003	7,150,743
Galil Medical Ltd.	MULTIPLE CRYOPROBE DELIVERY APPARATUS	US	11/640,309	12/18/2006	8,066,697
Galil Medical Ltd.	PLANNING AND FACILITATION SYSTEMS AND METHOD FOR CRYOSURGERY	US	09/917,811	7/31/2001	6,905,492
Galil Medical Ltd.	METHOD FOR DELIMITING CRYOABLATION BY CONTROLLED COOLING	US	11/066,294	7/31/2001	7,402,160
Galil Medical Ltd.	PLANNING AND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	US	11/219,648	7/31/2001	7,399,298
Galil Medical Ltd.	METHOD FOR DELIMITING CRYOABLATION BY CONTROLLED COOLING	US	11/219,646	7/31/2001	7,402,161
Galil Medical Ltd.	PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	EP	19583228	7/31/2001	1463437
Galil Medical Ltd.	PLANNING AND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	DE	19583228	7/31/2001	1463437
Galil Medical Ltd.	PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	FR	19583228	7/31/2001	1463437
Galil Medical Ltd.	PLANNING ASND FACILITATION SYSTEMS AND METHODS FOR CRYOSURGERY	GB	19583228	7/31/2001	1463437
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	US	11/003,529	12/6/2004	7,846,154
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	CA	2589475	12/6/2005	
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	DE	58150970	12/6/2005	1833396
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	FR	58150970	12/6/2005	1833396
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	GB	58150970	12/6/2005	1833396
Galil Medical Ltd.	GAS-HEATED GAS-COOLED CRYOPROBE UTILIZING ELECTRICAL HEATING AND A SINGLE GAS SOURCE	IT	58150970	12/6/2005	1833396

Galil Medical Ltd.	SYSTEMS FOR MRI-GUIDED CRYOSURGERY	US	11/030,887	1/10/2005	7,850,682
Galil Medical Ltd.	SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	US	09/002,923	1/5/1998	5,978,697
Galil Medical Ltd.	SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	JP	10373303	12/28/1998	4116721
Galil Medical Ltd.	SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	CA	2256058	12/30/1998	2256058
Galil Medical Ltd.	SYSTEM AND METHOD FOR MRI-GUIDED CRYOSURGERY	GB	992000125	1/4/1999	927542
Galil Medical Ltd.	METHOD AND DEVICE FOR TRANS MYOCARDIAL CRYO REVASCULARIZATION	US	08/982,860	12/2/1997	5,885,276
Galil Medical Ltd.	APPARATUS AND METHOD FOR ACCURATELY DELIMITED CRYOABLATION	EP	47251376	4/1/2004	
Galil Medical Ltd.	APPARATUS AND METHOD FOR ACCURATELY DELIMITED CRYOABLATION	US	11/240,556	10/3/2005	7,942,870
Galil Medical Inc.	FLEXIBLE CRYONEEDLE	US	13/269,256	10/7/2011	
Galil Medical Inc.	APPARATUS AND METHOD FOR CLOSED-LOOP SYSTEM FOR CRYOSURGERY	US	13/569,822	8/8/2012	
Galil Medical Ltd.	CLOSED-LOOP SYSTEM FOR CRYOSURGERY	EP	137508057	8/8/2013	
Galil Medical Inc.	CRYONEEDLE	US	14/627,568	2/20/2015	
Galil Medical Ltd.	APPARATUS AND METHOD FOR PROTECTING THE NEUROVASCULAR BUNDLE DURING CRYOSURGICAL TREATMENT OF THE PROSTATE	JP	2003559412	12/31/2002	4309281
Galil Medical Ltd.	HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	US	09/052,165	3/31/1998	6,142,991
Galil Medical Ltd.	HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	FR	992009746	3/29/1999	947172
Galil Medical Ltd.	HIGH RESOLUTION CRYOSURGICAL METHOD AND APPARATUS	GB	992009746	3/29/1999	947172

Issue Date	Status	Case Number
1/20/2009	Granted	60297.2.13
1/8/2013	Granted	60297.2.25.2
3/16/2004	Granted	60297.2.30
12/19/2006	Granted	60297.2.34
11/29/2011	Granted	60297.2.35
6/14/2005	Granted	60297.2.38
7/22/2008	Granted	60297.2.39
7/15/2008	Granted	60297.2.40
7/22/2008	Granted	60297.2.42
1/4/2012	Granted	60297.2.43.1
1/4/2012	Granted	60297.2.43.1.1
1/4/2012	Granted	60297.2.43.1.2
1/4/2012	Granted	60297.2.43.1.3
12/7/2010	Granted	60297.2.45
	Published	60297.2.45.2
8/22/2012	Granted	60297.2.45.3.1
8/22/2012	Granted	60297.2.45.3.2
8/22/2012	Granted	60297.2.45.3.3
8/22/2012	Granted	60297.2.45.3.4

12/14/2010	Granted	60297.2.46
11/2/1999	Granted	60297.2.52
4/25/2008	Granted	60297.2.52.1
6/3/2008	Granted	60297.2.52.2
8/16/2006	Granted	60297.2.52.3.2
3/23/1999	Granted	60297.2.53
	Published	60297.2.59.4
5/17/2011	Granted	60297.2.59.6
	Published	60297.2.69
	Published	60297.2.70
	Published	60297.2.70.2
	Pending	60297.2.71
5/15/2009	Granted	60297.2.8.3
11/7/2000	Granted	60297.2.9
12/6/2006	Granted	60297.2.9.2.2
12/6/2006	Granted	60297.2.9.2.3

EXHIBIT C

Trademarks

[See attached]

Monday, June 15, 2015

Custom Trademark Status Report by Trademark

Page 2

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&S No.	Next Action(s)	Due Date(s)
ICEFORCE	European Community	Published Class: 10 Int. Goods: 10 Int. Cryoablation needles	04/08/2015	13916523			60297.12.1		
ICEFORCE	United States of America	Pending Class: 10 Int. Goods: 10 Int. Cryoablation needles	02/20/2015	86/541,150			60297.15.1	Foreign Filing Deadline Pre-Reg Status Check	8/20/2015 8/20/2015
ICEPEARL	European Community	Published Class: Goods:	04/08/2015	13916441			60297.13.1		
ICEPEARL	United States of America	Pending Class: 10 Int. Goods: 10 Int. Cryoablation needles	02/20/2015	86/541,146			60297.14.1	Foreign Filing Deadline Pre-Reg Status Check	8/20/2015 8/20/2015
ICEROD	European Community	Registered Class: 10 Int. Goods: 10 Int. Medical device for freezing tumors.	07/05/2005	004479631	06/27/2006	004479631	60297.4.18		
ICEROD	United States of America	Registered Class: 10 Int. Goods: 10 Int. Medical device for freezing tumors.	06/19/2003	76/524,663	02/01/2005	2,923,945	60297.4.7		
ICESEED	European Community	REGISTERED Class: 10 Int. Goods: 10 Int. Cryoablation needles used for the minimally invasive cryoablation of cancerous and benign tissues.	05/30/2008	6951677	01/16/2009	6951677	60297.4.23		
ICESEED	United States of America	Registered Class: 10 Int. Goods: 10 Int. Cryoablation needles used for the minimally invasive cryoablation of cancerous and benign tissues.	06/16/2008	77/499,630	06/09/2009	3,634,112	60297.4.11		
ICESPHERE	European Community	REGISTERED Class: 10 Int. Goods: 10 Int. Medical devices for performing cryotherapy, namely cryoablation needles used for the minimally invasive cryoablation of cancerous and benign tissues.	03/26/2008	6780472	01/14/2009	6780472	60297.4.22		
ICESPHERE	United States of America	Registered Class: 10 Int. Goods: 10 Int. Medical devices for performing cryotherapy, namely, cryoablation needles used for the minimally invasive cryoablation of cancerous and benign tissues.	03/25/2008	77/431,013	01/13/2009	3,562,388	60297.4.10		

Monday, June 15, 2015

Custom Trademark Status Report by Trademark

Page 3

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.	Next Action(s)	Due Date(s)
ICEVUE	United States of America	Registered	12/14/2005	78/773,502	10/30/2007	3,326,972	60297.4.12		
		Class: 10 Int.							
		Goods: 10 Int.							
		System consisting of a PC host computer and a frame-grabber interface to predict ice ball propagation and isotherms within a tissue, based on the location and type of cryo needles, all for medical diagnosis; a system consisting of a PC host computer and a frame-grabber interface to give location of given needles to cover set volume by selected temperature, all for medical diagnosis							
I-FLOW	United States of America	Registered	05/22/2013	86/045,132	06/02/2015	4,748,673	60297.10.1		
		Class: 10 Int.							
		Goods: 10 Int.							
		a mobile, computer-controlled, cryoablation unit with a graphical user interface, used for delivering cold temperatures to target tissues via cryoablation needles							
ISIS	European Community	REGISTERED	10/17/2006	5394739	10/04/2007	5394739	60297.4.21		
		Class: 10 Int.							
		Goods: 10 Int.							
		Cryotherapy system consisting of a mobile unit, remote control unit, cryoneedles, thermal sensors, multi-point thermal sensors and optional cart, used for the cryoablation of tissue in the fields of general surgery, dermatology, neurology (including cryoanalgesia), thoracic surgery, ear-nose-throat (ENT), gynecology, oncology, proctology, and urology							
ITHAW	European Community	REGISTERED	12/15/2005	4785011	11/09/2006	4785011	60297.4.19	RENEWAL	12/15/2015
		Class: 10 Int.							
		Goods: 10 Int.							
		Medical devices used to deliver heat to the tip of a needle using electrical current.							
I-TRAW	United States of America	Registered	12/15/2005	78/774,237	12/11/2007	3,353,797	60297.4.8		
		Class: 10 Int.							
		Goods: 10 Int.							
		Medical device used to deliver heat to the tip of the needle using electrical current							
PRESTICE	European Community	REGISTERED	12/15/2005	4784534	11/09/2006	4784534	60297.4.20	RENEWAL	12/15/2015
		Class: 10 Int.							
		Goods: 10 Int.							
		Medical device designed for use in cryoablation medical procedures, namely to deliver cryogen gas for freezing and either cryogen gas or electrical current for heating, with built-in computer codes for the prediction of ice ball propagation and isotherm, based on cryo needles locations, which supports single and/or multiple points thermal sensors.							
PRESTICE	United States of America	Registered	12/15/2005	78/774,119	11/27/2007	3,345,662	60297.4.9		
		Class: 10 Int.							
		Goods: 10 Int.							
		medical system consisting of a gas supply unit, cryo needle, thermal sensors and PC host computer designed for use in any cryoablation medical procedure, namely to deliver cryogen gas for freezing and either cryogen gas or electrical current for heating, with built in computer code for prediction of ice ball propagation and isotherm, based on locations of cryo needles, which support single and/or multiple point thermal sensors							

Monday, June 15, 2015

Custom Trademark Status Report by Trademark

Page 4


Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.	F&B No.	Next Action(s)	Due Date(s)
SEEDNET	European Community	Registered	07/05/2005	004479713	06/27/2006	004479713	60297.4.16		
		Class: 10 Int. Goods: 10 Int. Minimally invasive surgical device for prostate cancer, kidney or renal tumors, and BPH (Benign Prostatic Hyperplasia)							
SEEDNET	United States of America	Registered	09/19/2000	76/131,219	08/26/2003	2,756,723	60297.4.6		
		Class: 10 Int. Goods: 10 Int. Minimally invasive surgical device for prostate cancer, kidney or renal tumors and BPH							
VISUAL ICE & Design (1)	United States of America	Registered	06/16/2011	85/348,513	06/12/2012	4,159,065	60297.7.1		
		Class: 10 Int. Goods: 10 Int.  a mobile, computer-controlled, cryoablation unit with a graphical user interface, used for delivering cold temperatures to target tissues via cryoablation needles, using compressed gases to produce freezing and thawing							
Visual-Ice	European Community	Registered	12/15/2011	10494805	04/26/2012	10494805	60297.4.27		
		Class: 05 Int., 10 Int., 44 Int. Goods: 05 Int. Pharmaceutical preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use. 10 Int. Surgical and medical apparatus and instruments; artificial limbs, eyes and teeth; orthopaedic articles; suture materials; a mobile, computer-controlled, cryoablation unit with a graphical user interface, used for delivering cold temperatures to target tissues via cryoablation needles, using compressed gases to produce freezing and thawing. 44 Int. Medical services.							
VISUAL-ICE	United States of America	Registered	06/16/2011	85/348,506	07/03/2012	4,169,198	60297.7.3		
		Class: 10 Int. Goods: 10 Int. a mobile, computer-controlled, cryoablation unit with a graphical user interface, used for delivering cold temperatures to target tissues via cryoablation needles, using compressed gases to produce freezing and thawing							

EXHIBIT D

Mask Works

None.

I841363.1