

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348063

| | | | |
|---|------------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Circle Cardiovascular Imaging Inc. | | 07/06/2015 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | Suite 2210, 200 Bay Street | | |
| Internal Address: | South Tower, Royal Bank Plaza | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 2J2 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85484485 | CVI 42 | |
| Registration Number: | 3879849 | CMR42 | |
| Serial Number: | 77607708 | CMR42 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6176468646 | | |
| <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: | (617) 646-8384 | | |
| Email: | cxltrademarks@wolfgreenfield.com | | |
| Correspondent Name: | Christina M. Licursi | | |
| Address Line 1: | Wolf, Greenfield & Sacks, P.C. | | |
| Address Line 2: | 600 Atlantic Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02210-2206 | | |
| ATTORNEY DOCKET NUMBER: | C1435.40002US00 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Christina M. Licursi | | |
| Address Line 1: | Wolf, Greenfield & Sacks, P.C. | | |
| Address Line 2: | 600 Atlantic Avenue | | |

OP \$90.00 85484485

| | |
|---|----------------------|
| Address Line 4: Boston, MASSACHUSETTS 02210-2206 | |
| NAME OF SUBMITTER: | Christina M. Licursi |
| SIGNATURE: | /cml/ |
| DATE SIGNED: | 07/15/2015 |
| Total Attachments: 7 source=Intellectual Property Security Agreement - July 6, 2015#page1.tif source=Intellectual Property Security Agreement - July 6, 2015#page2.tif source=Intellectual Property Security Agreement - July 6, 2015#page3.tif source=Intellectual Property Security Agreement - July 6, 2015#page4.tif source=Intellectual Property Security Agreement - July 6, 2015#page5.tif source=Intellectual Property Security Agreement - July 6, 2015#page6.tif source=Intellectual Property Security Agreement - July 6, 2015#page7.tif | |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
CIRCLE CARDIOVASCULAR IMAGING INC.**

This Intellectual Property Security Agreement is entered into as of July 6, 2015, between CIRCLE CARDIOVASCULAR IMAGING INC., a corporation incorporated under the laws of Alberta ("Debtor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "**Financial Accommodations**") to Debtor in the amounts and manner as set forth in that certain Loan Agreement dated as of the date hereof by and among Debtor and Bank (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Pursuant to the Loan Agreement Bank is willing to make the Financial Accommodations to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain General Security Agreement granted by Debtor in favour of Bank dated as of the date hereof (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Security Agreement**") to secure the Obligations.

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 the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Intellectual Property Security Agreement, the Security 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.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of Debtor and Bank hereby submits to the non-exclusive jurisdiction of the courts of Alberta.

[Signatures on following page]

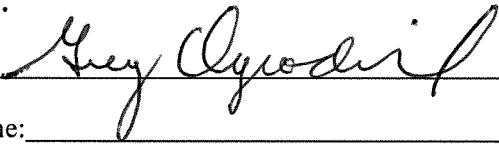
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

Suite 200 and Suite 250
815-8 Avenue SW
Calgary, Alberta T3P 2P2

DEBTOR:

**CIRCLE CARDIOVASCULAR IMAGING
INC.**

By: 

Name: _____

Title: _____

Address of Bank:

Comerica Bank
Suite 2210, 200 Bay Street
South Tower, Royal Bank Plaza
Toronto, Ontario, M5J 2J2

BANK:

COMERICA 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 Debtor:

Suite 200 and Suite 250
815-8 Avenue SW
Calgary, Alberta T3P 2P2

DEBTOR:

**CIRCLE CARDIOVASCULAR IMAGING
INC.**

By: _____

Name: _____

Title: _____

Address of Bank:

Comerica Bank
Suite 2210, 200 Bay Street
South Tower, Royal Bank Plaza
Toronto, Ontario, M5J 2J2

BANK:

COMERICA BANK

By:  _____

Name: Robert Rosen

Title: Senior Vice-President &

REGIONAL MANAGING
DIRECTOR

EXHIBIT A

Canadian and United States Copyrights

Canadian Copyrights:

NIL

US Copyrights:

NIL

EXHIBIT B

Canadian and United States Patents

Canadian Patents:

| No. | Patent | Patent No. | Status | Security interests recorded |
|------------|---|-------------------|--|------------------------------------|
| 1 | Method for Interactive Threshold Segmentation of Medical Images | CA 2856944 | In good standing Pending – examination requested 2014-05-26 | N/A |

United States Patents:

| No. | Patent | Patent No. | Status | Security interests recorded |
|------------|---|---|---|------------------------------------|
| 1 | Method for Interactive Threshold Segmentation of Medical Images | App. No. US 14/360,208 Pub. No. US2014301624 | In good standing Pending – has not started prosecution phase to date | None |

EXHIBIT C

Canadian and United States Trademarks

Canadian Trademarks:

| No. | Trademark | Status/App,Reg. Date & No. | Goods and Services | Security interests recorded |
|-----|---|---|--|--------------------------------|
| 1 | CVI42 DESIGN CVI⁴² | Registered App 15-NOV-2011 App 1552044 Reg 04-JUN-2014 Reg TMA879338 | (1) Software platform, namely operating system software for cardiac MRI and cardiac CT. | None |
| 2 | cmr42 | Registered App 03-NOV-2008 App 1416788 Reg 16-FEB-2010 Reg TMA759644 | (1) Medical image post- processing software for Cardiac Magnetic Resonance. | None |

United States Trademarks:

| No. | Trademark | Status/App,Reg. Date & No. | Goods and Services | Security interests recorded |
|-----|---|--|--|--------------------------------|
| 1 | CVI42 DESIGN CVI⁴² | Pending App 01-DEC-2011 App 85/484,485 | (1) Software platform, namely operating system software for cardiac MRI and cardiac CT. | None |
| 2 | cmr42 Design cmr⁴² | Registered App 13-APR-2010 App 85/013,080 Reg 23-NOV-2010 Reg 3879849 | (1) Medical image post- processing software for Cardiac Magnetic Resonance. | None |
| 3 | cmr42 Design cmr⁴² | Abandoned (Dead) App 05-NOV-2008 App 77/607,708 | (1) Medical image post- processing software for Cardiac Magnetic Resonance. | None |

IP Security Agreement
13809420_4|NATDOCS