

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		05/19/2015	CORPORATION: MARYLAND
Venture Lending & Leasing VII, Inc.		05/19/2015	CORPORATION: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Cayenne Medical, Inc.
<b>Street Address:</b>	16597 N. 92nd Street
<b>Internal Address:</b>	Suite 101
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85260
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
<b>Registration Number:</b>	3077708	INTRACAP
<b>Registration Number:</b>	3538583	TGS
<b>Registration Number:</b>	3432970	CAYENNE MEDICAL
<b>Registration Number:</b>	3442545	APERFIX
<b>Registration Number:</b>	3446709	CAYENNE MEDICAL
<b>Registration Number:</b>	3596120	IFIX
<b>Registration Number:</b>	3740999	CROSSFIX
<b>Registration Number:</b>	3835450	CAPSEW
<b>Registration Number:</b>	4187796	EZ SHUTTLE
<b>Registration Number:</b>	4265652	QUATTRO
<b>Registration Number:</b>	4309384	ALL INSIDE TECHNIQUE. INSIDE OUT RESULTS
<b>Serial Number:</b>	86157144	LOCK-STITCH
<b>Serial Number:</b>	86157170	TRU-LOOP
<b>Serial Number:</b>	86157208	QUICK LOOP
<b>Serial Number:</b>	86157237	SURELOCK
<b>Serial Number:</b>	86157266	MIRROR

CH \$490.00 3077708

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86478238	EZ REAM
Serial Number:	86480945	LOTUS
Serial Number:	86659492	BIOSPIN TECHNOLOGY

**CORRESPONDENCE DATA**

**Fax Number:** 6023826070

*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.*

**Email:** ipdocket@swlaw.com, rricks@swlaw.com

**Correspondent Name:** Snell & Wilmer L.L.P. Ryan Ricks

**Address Line 1:** 400 E. Van Buren Street

**Address Line 2:** One Arizona Center

**Address Line 4:** Phoenix, ARIZONA 85004

<b>ATTORNEY DOCKET NUMBER:</b>	55265.00010
<b>NAME OF SUBMITTER:</b>	Ryan D. Ricks
<b>SIGNATURE:</b>	/Ryan D. Ricks/
<b>DATE SIGNED:</b>	07/20/2015

**Total Attachments: 7**

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**VENTURE LENDING & LEASING VI, INC.  
VENTURE LENDING & LEASING VII, INC.**

104 La Mesa Drive, Suite 102  
Portola Valley, CA 94028

May 19, 2015

Cayenne Medical, Inc.  
16597 N. 92<sup>nd</sup>. Street Suite 101  
Scottsdale, AZ. 85260

Ladies and Gentlemen:

We understand that Cayenne Medical, Inc., a Delaware corporation ("**Borrower**"), intends to repay in full all outstanding Obligations under that certain Loan and Security Agreements dated as of February 11, 2014, between Borrower, Venture Lending & Leasing VI, Inc. and Venture Lending & Leasing VII, Inc., both Maryland corporations (both as "**Lender**"), as supplemented by the Supplement to the Loan and Security Agreements dated as of February 11, 2014 (as so supplemented, the "**Loan Agreements**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender and Borrower hereby acknowledge and agree that, effective immediately upon Lender's receipt of (i) the amounts set forth in Schedule A and Schedule B (the "**Schedules**") annexed hereto (the "**Pay-Off Amounts**") in the accounts set forth in the Schedules and no later than the time and date set forth on such Schedule (the "**Pay-Off Time**") (Lender's receipt of the Pay-Off Amounts by the Pay-Off Time being referred to herein as the "**Pay-Off**"):

(1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Agreement and any other related loan and collateral security documents that may have been executed by Borrower in connection with the transactions contemplated by the Loan Agreement (collectively, the "**Loan Documents**"; provided, however, "Loan Documents" shall not include any warrant instrument issued by Borrower to Lender's parent company and any other equity securities or convertible debt securities of Borrower acquired by Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person;

(2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, shall hereby be terminated and be of no further force or

effect, Lender shall hereby be released from any and all obligations, covenants and agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreements;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower; and

(5) Borrower shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

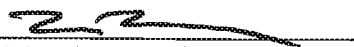
Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) except for the correction acknowledged and agreed to in the succeeding paragraph, nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in (a) any warrant instrument issued to Lender's parent company or set forth in any other equity securities or convertible debt securities of Borrower acquired by Lender's parent company and (b) the Loan Documents in respect of fees and payments that are due and payable in connection with a liquidation event of Borrower (howsoever defined).

Reference is hereby made to the warrants to purchase equity securities of Borrower that were issued to the parent companies of each of the Lenders ("Warrant Holders") on February 11, 2014 (the "Warrants"). Borrower and Warrant Holders desire to correct a cross-reference set forth in Section 19 of the Warrants. By their signatures below, each of the Warrant Holders and Borrower hereby acknowledge and agree that the references in Section 19 of the Warrants to Section 4.5 of the Co-Sale Agreement are hereby amended and restated to refer to Section 4.5 of the Rights Agreement (as defined therein), effective as of the date of issuance of the Warrants.

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

**Venture Lending & Leasing VI, Inc.,  
Venture Lending & Leasing VII, Inc.,**  
as Lenders

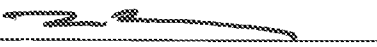
By:   
Name: Maurice Werdegar  
Title: President and CEO

**Cayenne Medical, Inc.**  
as Borrower

By: \_\_\_\_\_  
Name: Randal L. Bunes  
Title: Chief Financial Officer

Acknowledged and agreed to by:

**Venture Lending & Leasing VI, LLC  
Venture Lending & Leasing VII, LLC**

By:   
Name: Maurice Werdegar  
Title: President and CEO

SCHEDULE A

VENTURE LENDING & LEASING VI, INC.

Pay-Off Amounts, Pay-Off Time

Union Bank  
1980 Saturn St.  
Monterey Park, CA 91755  
ABA # 1220-00496  
SWIFT CODE/BIC No.: BOFCUS33 *(For International Wires Only)*  
Credit To: Venture Lending & Leasing VI, Inc.  
Account No: 6733002650  
Ref: TRUSF Branch 09569 / Domestic Custody  
Attn: Kevin Bruni

Loan Amount: \$5,143,900.00  
Legal Fees: \$0.00

**\*Total PayOff Amount: \$5,143,900.00**

*All Pay-Off Amounts must be received no later than 3 p.m. (California time)*

**On or before May 31, 2015**

*\*The Pay-Off Amount shown assumes that all payments made by Borrower or effected by ACH prior to May 8, 2015 have been collected as good funds.*

**SCHEDULE B**

**VENTURE LENDING & LEASING VII, INC.**

Pay-Off Amounts, Pay-Off Time

Union Bank, N.A.  
1980 Saturn St  
Monterey Park, CA 91755  
ABA 122000496  
SWIFT CODE/BIC No.: BOFCUS33  
For Credit To: Venture Lending & Leasing VII, Inc. Collection  
Account No.: 6712005301  
Ref: TRUSF Branch 09569/Domestic Custody Trust Department  
Attn: Kevin Bruni

Loan Amount: \$5,143,900.00  
Legal Fees: \$0.00

**\*Total PayOff Amount: \$5,143,900.00**

*All Pay-Off Amounts must be received no later than 3 p.m. (California time)*

**On or before May 31, 2015**

*\*The Pay-Off Amount shown assumes that all payments made by Borrower or effected by ACH prior to May 8, 2015 have been collected as good funds.*

# Payoff Report

**Client:** Cayenne Medical  
**Fund:** VLL6

**As of:** 5/31/2015  
**Loan:** 6381-001

<b>Date</b>	<b>Payment</b>
6/1/15	157,800.00
7/1/15	157,800.00
8/1/15	157,800.00
9/1/15	157,800.00
10/1/15	157,800.00
11/1/15	157,800.00
12/1/15	157,800.00
1/1/16	157,800.00
2/1/16	157,800.00
3/1/16	157,800.00
4/1/16	157,800.00
5/1/16	157,800.00
6/1/16	157,800.00
7/1/16	157,800.00
8/1/16	157,800.00
9/1/16	157,800.00
10/1/16	157,800.00
11/1/16	157,800.00
12/1/16	157,800.00
1/1/17	157,800.00
2/1/17	157,800.00
3/1/17	157,800.00
4/1/17	157,800.00
5/1/17	157,800.00
6/1/17	157,800.00
7/1/17	157,800.00
8/1/17	157,800.00
9/1/17	157,800.00
10/1/17	157,800.00
11/1/17	157,800.00
12/1/17	409,900.00
<b>Sum</b>	<b>5,143,900.00</b>



# Payoff Report

**Client:** Cayenne Medical  
**Fund:** VLL7

**As of:** 5/31/2015  
**Loan:** 7134-001

Date	Payment
6/1/15	157,800.00
7/1/15	157,800.00
8/1/15	157,800.00
9/1/15	157,800.00
10/1/15	157,800.00
11/1/15	157,800.00
12/1/15	157,800.00
1/1/16	157,800.00
2/1/16	157,800.00
3/1/16	157,800.00
4/1/16	157,800.00
5/1/16	157,800.00
6/1/16	157,800.00
7/1/16	157,800.00
8/1/16	157,800.00
9/1/16	157,800.00
10/1/16	157,800.00
11/1/16	157,800.00
12/1/16	157,800.00
1/1/17	157,800.00
2/1/17	157,800.00
3/1/17	157,800.00
4/1/17	157,800.00
5/1/17	157,800.00
6/1/17	157,800.00
7/1/17	157,800.00
8/1/17	157,800.00
9/1/17	157,800.00
10/1/17	157,800.00
11/1/17	157,800.00
12/1/17	409,900.00
<b>Sum</b>	<b>5,143,900.00</b>