

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Reassignment of Trademarks recorded at Reel 5009/Frame 0979

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDL Biopharma, Inc.		09/22/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Avinger, Inc.
Street Address:	400 Chesapeake Drive
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85863579	PANTHERIS
Registration Number:	4629347	AVINGER
Serial Number:	85881882	BEYOND POSSIBLE

CORRESPONDENCE DATA

Fax Number: 9494754754
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: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	73748-00024
NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	09/22/2015

Total Attachments: 3
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RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS (this "Release") is made as of September 22, 2015, by PDL BIOPHARMA, INC., in its capacity as collateral agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Avinger, Inc., a Delaware corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of April 18, 2013 (the "Trademark Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement), which was recorded with the United States Patent and Trademark Office at Reel 5009, Frame 0979, and pursuant to which Grantor granted a security interest to Agent in all of Grantor's right, title and interest in, to and under the Trademarks set forth on Exhibit A hereto (the "Specified Trademark Collateral"); and

WHEREAS, Grantor has requested that Agent release its security interest in the Specified Trademark Collateral and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in, to and under Specified Trademark Collateral.

2. To the extent, if any, that following the release as set forth in Section 1 above Agent retains or would retain any right, title or interest in or to the Specified Trademark Collateral or any goodwill of any business conducted in connection therewith, Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Agent, all of Agent's right, title and interest in, to and under the Specified Trademark Collateral, and the goodwill of Grantor's business connected with the use of and symbolized by the Specified Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

PDL BIOPHARMA, INC., as Agent

By: 

Name: Christopher Stone

Title: Duly Authorized Signatory

EXHIBIT A

Mark	Application or Registration Date	Application Serial No. or Registration Serial No.
PANTHERIS	02/28/2013	85/863579
AVINGER	03/13/2013 10/28/2014	85/875426 4,629,347
BEYOND POSSIBLE	03/20/2013	85/881882