

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355946

| | | | |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avinger, Inc. | | 09/22/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CRG PARTNERS III L.P. | | |
| Street Address: | 1000 Main Street, Suite 2500 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| Name: | CRG PARTNERS III - PARALLEL FUND "A" L.P. | | |
| Street Address: | 1000 Main Street, Suite 2500 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| Name: | CRG PARTNERS III - PARALLEL FUND "B" (CAYMAN) L.P. | | |
| Street Address: | 1000 Main Street, Suite 2500 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED PARTNERSHIP: CAYMAN ISLANDS | | |
| Name: | CRG PARTNERS III (CAYMAN) L.P. | | |
| Street Address: | 1000 Main Street, Suite 2500 | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77002 | | |
| Entity Type: | LIMITED PARTNERSHIP: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4629347 | AVINGER | |

CH \$140.00 4629347

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 4660368 | |
| Serial Number: | 85881882 | BEYOND POSSIBLE |
| Serial Number: | 86505605 | LUMIVASCULAR |
| Serial Number: | 85863579 | PANTHERIS |

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

| | |
|-------------------------|------------|
| ATTORNEY DOCKET NUMBER: | 321831-104 |
| NAME OF SUBMITTER: | C. Rhem |
| SIGNATURE: | /CR/ |
| DATE SIGNED: | 09/22/2015 |

Total Attachments: 5

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, AVINGER, INC. (the "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Trademarks and Trademark Applications, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of September 22, 2015 (as modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of CRG PARTNERS III L.P., CRG PARTNERS III – PARALLEL FUND "A" L.P., CRG PARTNERS III – PARALLEL FUND "B" (CAYMAN) L.P. and CRG PARTNERS III (CAYMAN) L.P. (together, with their successors and assigns, the "Secured Parties");

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Short-Form Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

Date: September 22, 2015

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AVINGER, INC.

By: 

Name: Jeffrey M. Soinski

Title: President and Chief Executive Officer

ACKNOWLEDGED BY:

CRG PARTNERS III L.P.

By CRG PARTNERS III GP L.P., its General Partner

By CRG PARTNERS III GP LLC, its General Partner

By

Name: Nathan Rukill

Title: Authorized Signatory

CRG PARTNERS III – PARALLEL FUND “A” L.P.

By CRG PARTNERS III – PARALLEL FUND “A” GP L.P., its General Partner

By CRG PARTNERS III GP LLC, its General Partner

By

Name: Nathan Rukill

Title: Authorized Signatory

CRG PARTNERS III – PARALLEL FUND “B” (CAYMAN) L.P.

By CRG PARTNERS III (CAYMAN) GP L.P., its General Partner

By CRG PARTNERS III GP LLC, its General Partner

By

Name: Nathan Rukill


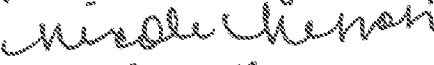
Title: Authorized Signatory

WITNESS: Nicole Nesson

Name: Nicole Nesson

[Signature Page to Short-Form Trademark Security Agreement]

CRG PARTNERS III (CAYMAN) L.P.
By CRG PARTNERS III (CAYMAN) GP L.P.,
its General Partner
By CRG PARTNERS III GP LLC, its
General Partner

By 
Name: Nathan Fukin
Title: Authorized Signatory
WITNESS: 
Name: Nicole Nesson

[Signature Page to Short-Form Trademark Security Agreement]

SCHEDULE OF
TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS AND TRADEMARK APPLICATIONS

| Owner | Trademark | Jurisdiction | Registration Number (if registered)/Serial Number (if applied for only) | Registration Date (if registered)/Filing Date (if applied for only) |
|---------------|-----------------|---------------|---|---|
| Avinger, Inc. | AVINGER | United States | 4629347 | 10/28/2014 |
| Avinger, Inc. | AVINGER LOGO | United States | 4660368 | 12/23/2014 |
| Avinger, Inc. | BEYOND POSSIBLE | United States | 85881882 | 3/20/2013 |
| Avinger, Inc. | LUMIVASCULAR | United States | 86505605 | 1/16/2015 |
| Avinger, Inc. | PANTHERIS | United States | 85863579 | 2/28/2013 |