

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SPECTRANETICS CORPORATION		12/07/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as agent		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 Woodmont Avenue, Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	1723546	CVX-300	
Registration Number:	4638019		
Registration Number:	1823660	ELCA	
Registration Number:	4243271	GLIDELIGHT	
Registration Number:	2922727	LLD	
Registration Number:	3562200	LLD EZ	
Registration Number:	4522960	QUICK-ACCESS	
Registration Number:	2928706	QUICK-CROSS	
Registration Number:	4548605	QUICK-CROSS CAPTURE	
Registration Number:	4673064	SIGHTRAIL	
Registration Number:	3072724	SLS	
Registration Number:	1741106	SPECTRANETICS	
Registration Number:	4708930	SPECTRANETICS	
Registration Number:	4708931	SPECTRANETICS	
Registration Number:	1717853	SPECTRANETICS	
Registration Number:	3737800	SPNC	
Registration Number:	4673065	TIGHTRAIL	
Registration Number:	4729002	TIGHTRAIL MINI	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3832560	TORQMAX
Registration Number:	3367148	TURBO ELITE
Registration Number:	4712538	TURBO-BOOSTER
Registration Number:	3782516	TURBO-TANDEM
Registration Number:	4814469	TURBO-TAPE
Registration Number:	3768583	VISISHEATH
Serial Number:	85687837	ALWAYS REACHING FARTHER
Serial Number:	86721365	BRIDGE
Serial Number:	86721317	BRIDGE TO SURGERY
Serial Number:	85687831	
Serial Number:	86541303	NETICS MEDICAL
Serial Number:	85687806	SPECTRANETICS
Serial Number:	86414400	SPNC
Serial Number:	86441590	TURBO ELITE BTK
Serial Number:	86701531	TURBO-POWER

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 703 610 6100

Email: boxip@hoganlovells.com

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

Address Line 1: 7930 Jones Branch Drive, 9th Floor

Address Line 2: Attn: Box Intellectual Property

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	036639.20(SPECTRA/TERM)
NAME OF SUBMITTER:	VALERIE BRENNAN
SIGNATURE:	/vb/
DATE SIGNED:	12/11/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of the 7th day of December, 2015 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“**Agent**”), **THE SPECTRANETICS CORPORATION**, a Delaware corporation, and **ANGIOSCORE INC.**, a Delaware corporation (each, a “**Grantor**” and collectively, the “**Grantors**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “**Credit Extensions**”) in the amounts and manner set forth in that certain Credit and Security Agreement (Term Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”, capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) 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;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) 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**”);

(e) 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 such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, Intellectual Property Collateral shall not include intellectual property expressly excluded under Sections 9.1(b) and 9.1(c) of the Credit Agreement.

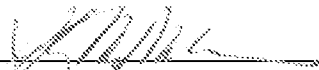
This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Credit Agreement or any of the other Financing 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.

GRANTORS:

THE SPECTRANETICS CORPORATION

By: 
Name: Stacy P. McMahan
Title: Chief Financial Officer

ANGIOSCORE INC.,

By: 
Name: Shar Matin
Title: President

Address:

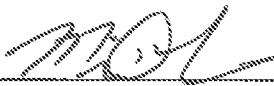
The Spectranetics Corporation
9965 Federal Drive
Colorado Springs, CO 80921
Attn: Stacy P. McMahan
Facsimile: 719-633-4207
E-Mail: stacy.mcmahan@SPNC.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Michael Levin
Its: Authorized Signatory

Address:

Midcap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Account Manager for Spectranetics transaction
Facsimile: 301-941-1450
E-mail: notices@midcapfinancial.com

with a copy to

Midcap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: General Counsel
Facsimile: 301-941-1450
E-mail: legalnotices@midcapfinancial.com

EXHIBIT C

Trademarks

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS ASSIGNED TO THE SPECTRANETICS CORPORATION

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CVX-300	1,723,546	October 13, 1992
DESIGN (New Diamond Logo)	4,638,019	November 11, 2014
ELCA	1,823,660	February 22, 1994
GLIDELIGHT	4,243,271	November 13, 2012
LLD	2,922,727	February 1, 2005
LLD EZ	3,562,200	January 13, 2009
QUICK-ACCESS	4,522,960	April 29, 2014
QUICK-CROSS	2,928,706	May 1, 2005
QUICK-CROSS CAPTURE	4,548,605	June 10, 2014
SIGHTRAIL	4,673,064	January 13, 2015
SLS	3,072,724	March 28, 2006
SPECTRANETICS	1,741,106	December 22, 1992
SPECTRANETICS	4,708,930	March 24, 2015
SPECTRANETICS	4,708,931	March 24, 2015
SPECTRANETICS (Stylized)	1,717,853	September 22, 1992
SPNC	3,737,800	January 12, 2010
TIGHTRAIL	4,673,065	January 13, 2015
TIGHTRAIL MINI	4,729,002	April 28, 2015
TORQMAX	3,832,560	August 10, 2010
TURBO ELITE	3,367,148	January 8, 2008

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TURBO-BOOSTER	4,712,538	March 31, 2015
TURBO-TANDEM	3,782,516	April 27, 2010
TURBO-TAPE	4,814,469	September 15, 2015
VISISHEATH	3,768,583	March 30, 2010

REGISTRATIONS
ASSIGNED TO ANGIOSCORE INC.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ANGIOSCORE	2,931,808	March 8, 2005
ANGIOSCULPT	2,920,010	January 18, 2005
HYDROCROSS	4,832,482	October 13, 2015

APPLICATIONS
ASSIGNED TO THE SPECTRANETICS CORPORATION

<u>Mark</u>	<u>Application Number</u>	<u>Application Filing Date</u>
ALWAYS REACHING FARTHER	85/687,837	July 26, 2012
BRIDGE	86,721,365	August 11, 2015
BRIDGE TO SURGERY	86,721,317	August 11, 2015
DESIGN (New Diamond Logo)	85/687,831	July 26, 2012
NETICS MEDICAL	86/541,303	February 20, 2015
SPECTRANETICS	85/687,806	July 26, 2012
SPNC	86/414,400	October 3, 2014
TURBO ELITE BTK	86/441,590	October 31, 2014
TURBO-POWER	86/701,531	July 22, 2015
TURBO-TAPE	86/369,316	August 18, 2014