

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365504

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest (Revolver) | | |
| 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 | | | |

OP \$840.00 1723546

| 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/REVOLV. |
| 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 (Revolving 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.

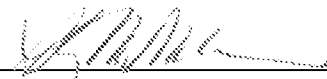
This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement 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.]

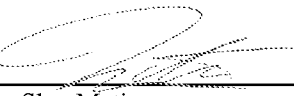
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

THE SPECTRANETICS CORPORATION

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

ANGIOSCORE INC.,

By: 
Name: Shar Matin
Title: President

Address:

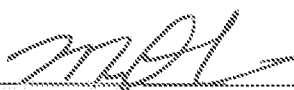
The Spectranetics Corporation
9965 Federal Drive
Colorado Springs, CO 80921
Attn: Stacy P. McMahan
Facsimile: 719-633-4207
E-Mail: stacy.mcmahan@SPNC.com

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 |