

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MELA SCIENCES, INC.		12/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST, as Agent		
Street Address:	7255 Woodmont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory trust: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4226001	MELA	
Registration Number:	4422200	MELA SCIENCES	
Registration Number:	4422199	MELA SCIENCES	
Registration Number:	4276071	MELA SCIENCES	
Registration Number:	2713699	MELAFIND	
Registration Number:	4432015	MELAFIND	
Registration Number:	3659168	MELAFIND	
Registration Number:	4320539	MELAFINDER	
Registration Number:	4214340	MELARECORD	
Registration Number:	4187180	MELARECORD	
Registration Number:	3567548	VTRAC	
Registration Number:	2598910	XTRAC	
Registration Number:	3567428	XTRAC	
Registration Number:	3693730	XTRAC VELOCITY	
Serial Number:	85880396	MELAFIND	
Serial Number:	86118997	OIM	
CORRESPONDENCE DATA			

CH \$415.00 4226001

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	MELA - 23829.015003
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NAME OF SUBMITTER:	Carol Fraser
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SIGNATURE:	//Carol Fraser//
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DATE SIGNED:	12/31/2015
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 30th day of December, 2015 by and between MIDCAP FINANCIAL TRUST, a Delaware statutory trust ("Agent") and MELA SCIENCES, INC., a Delaware corporation ("Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Agent, the Lenders and Grantor dated the Effective Date (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 Grantor, but only upon the condition, among others, that Grantor 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 Grantor under the Credit Agreement.

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

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 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 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.

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.

GRANTOR:

Address of Grantor:

MELA SCIENCES, INC.

MELA Sciences, Inc.
100 Lakeside Dr.
Suite 100
Horsham, PA 19044

By: Michael R. Stewart
Michael R. Stewart
President and Chief Executive Officer

AGENT:

Address of Agent:

MIDCAP FINANCIAL TRUST

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

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

c/o MidCap Financial Services, LLC,
as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

MELA SCIENCES, INC.

.....

By:

Attn:

Title:

Attn:

AGENT:

Address of Agent:

MIDCAP FINANCIAL TRUST

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

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

c/o MidCap Financial Services, LLC,
as servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management- Life Sciences


By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

Patents

Title	Country	Registration No.	Date
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	United States	6,081,612	06/27/2000
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	United States	6,208,749	03/27/2001
Apparatus for Uniform Illumination of an Object	United States	6,626,558	09/30/2003
Method for Optimizing the Number of Good Assemblies Manufacturable From a Number of Parts	United States	6,657,798	12/02/2003
Method for Assembling Lens Elements	United States	6,710,947	03/23/2004
Integrated CMOS Imaging Array and Dark Current Monitor	United States	7,102,672	09/05/2006
Method of Controlling Data Gathered at Remote Locations	United States	7,127,094	10/24/2006
Medical Cart [Design]	United States	D613,866	04/13/2010
Table Structure of a Medical Cart [Design]	United States	D613,867	04/13/2010
Reducing Noise in Digital Images	United States	7,813,586	10/12/2010
Quantitative Analysis of Skin Characteristics	United States	7,894,651	02/22/2011
Reducing Noise in Digital Images (CIP)	United States	8,160,386	04/17/2012
Characterizing a Texture of an Image	United States	8,208,698	06/26/2012
Medical Cart	United States	8,286,977	10/16/2012
An Insertable Storage Card Containing a Portable Memory Card Having a Connection Interface	United States	8,381,987	02/26/2013
Showing Skin Lesion Information	United States	8,433,116	04/30/2013
Showing Skin Lesion Information (CIP)	United States	8,452,063	05/28/2013
Reducing Noise in Digital Images (CIP #2)	United States	8,630,508	01/14/2014
Assessing Features for Classification	United States	8,693,788	04/08/2014
Reducing Noise in Digital Images	European Regional	EP 07840735.0 (EP2054843 A2)	08/07/2007
Storage Card	European Regional	EP 10 805 045.1 (EP2460082 A1)	07/29/2010
Showing Skin Lesion Information	Australia	AU 2010315291	11/03/2010
Assessing Features for Classification	Australia	AU 2011285628	08/04/2011
Reducing Noise in Digital Images	European Regional	EP 97953471.6 (EP 0950228)	07/12/2012
Quantitative Analysis of Skin Characteristics	Australia	AU 2007281748	10/17/2013
Dermatology Information	Australia	AU 2008223050	07/04/2013
Characterizing a Texture of an Image	Australia	AU 2008296303	09/12/2013
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	Australia	AU 2008338623	02/21/2002
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	Australia	AU 740638	3/12/2003
Reducing Noise in Digital Images	Japan	JP 5198449	2/15/2013
Method and Apparatus for Electronically Imaging a Tooth Through Transillumination by Light	United States	6,201,880	12/31/1996

Title	Country	Registration No.	Date
Injection Molded Light Pipe	United States	6,282,359	12/20/1999
Method of Transillumination Imaging of Teeth	United States	6,341,957	11/24/2000
Method of Transillumination Imaging of Teeth	United States	6,672,868	11/23/2001
Apparatus for Holding Optical Instruments in a Reproducible Position with Respect to Teeth	United States	6,714,657	12/20/1999
Gerät zum Elektronischen Darstellen eines Zahnes durch Transillumination durch Licht	Germany	DE 697 29 216.9	12/31/1997
Apparatus for Electronically Imaging a Tooth Through Transillumination by Light	Great Britain	GB 0 950 228	12/31/1997
Device for Oral UV Photo-Therapy	United States	US 7,144,248	12/05/2006
Methods for UV Photo-Therapy	United States	US 7,891,361	02/22/2011
Device for UV Photo-Therapy (continuation of US 7,891,361 - US 2011/0196457)	United States	US 8,454,669	06/04/2013
Device for UV Photo-Therapy (continuation of US 7,891,361 - US 2013/0018442)	United States	US 8,746,253	06/10/2014
Rare Gas-Halogen Excimer Laser with Baffles	United States	US 7,257,144	08/14/2007
Treatment of Skin Disorders with UV Light and Cooling	United States	US 7,276,059	10/02/2007
Treatment of Skin Disorders with UV Light	United States	US 8,486,056	07/16/2013
Treatment of Skin Disorders with UV Light and Cooling	United States	US 7,886,749	02/15/2011
Apparatus and Method for Monitoring Power of a UV Laser	United States	US 7,848,378	10/07/2010

Patent Applications

Title	Country	App/Publication No.	Date
Regulating Use of a Device to Perform a Procedure on a Subject	United States	11 / 761,816 US 20080312952A1	06/12/2007
[Obtaining] Dermatology Information	United States	12 / 204,247 US 20090060304A1	09/04/2008
Showing Skin Lesion Information (CIP#2)	United States	13 / 868,815 US 20130242118A1	04/23/2013
Three Dimensional Tissue Imaging System and Method	United States	62/042,858	08/28/2014
Showing Skin Lesion Information (CIP)	PCT	PCT/US2012/35528 (WO2012151128A2)	04/27/2012
Reducing Noise in Digital Images	Canada	CA 2660337 (CA 2660337 A1)	08/07/2007
Quantitative Analysis of Skin Characteristics	Canada	CA 2679837 (CA2679837 A1)	02/29/2008
Characterizing a Texture of an Image	Canada	CA 2709382 (CA2709382A1)	12/12/2008
Showing Skin Lesion Information	Canada	CA 2779670 (CA2779670A1)	11/03/2010
Assessing Features for Classification	Canada	CA 2807408 (WO2012019038A3)	08/04/2011

Title	Country	App/Publication No.	Date
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	European Regional	EP 99908489.0 (EP1058811 A1)	02/26/1999
Quantitative Analysis of Skin Characteristics	European Regional	EP 08 731 102.3 (EP2115664 A1)	02/29/2008
Assessing Features for Classification	European Regional	EP 11815339.4 (EP2601610)	08/04/2011
Quantitative Analysis of Skin Characteristics	Hong Kong	HK 10104323.8 (HK 1138664A)	02/29/2008
Reducing Noise in Digital Images (divisional)	Australia	AU 2012202191 (AU2012202191A1)	08/07/2007
Showing Skin Lesion Information (CIP)	Australia	AU 2012250949	04/27/2012
Characterizing a Texture of an Image	Canada	CA 2773834 (CA2773834A1)	09/09/2010
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	European Regional	EP 10184191.4 (EP2264669 A2)	02/26/1999
Medical Cart	European Regional	EP 10 805 025.3 (EP2459103 A1)	07/29/2010
Reducing Noise in Digital Images	Hong Kong	HK 09110085.6 (HK1132568A)	08/07/2007
Medical Cart	Hong Kong	HK 12112449.8 (HK1171641A)	07/29/2010
Quantitative Analysis of Skin Characteristics	Japan	JP 2009-551872 (Kohyo 2010-520774)	02/29/2008
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	PCT	PCT/US98/03826 (WO 98/37811 A1)	02/27/1998
Systems and Methods for the Multispectral Imaging and Characterization of Skin Tissue	PCT	PCT/US99/04178 (WO 99/44010 A1)	02/26/1999
Reducing Noise in Digital Images [‡]	PCT	PCT/US2007/75333 (WO2008/019358A2)	08/07/2007
Quantitative Analysis of Skin Characteristics	PCT	PCT/US2008/55470 (WO2008/0109421A1)	02/29/2008
System and Method for Delivering a Procedure and Controlling a Procedure Device ⁿ	PCT	PCT/US2008/66636 (WO2008/157198A1)	06/12/2008
Dermatology Information	PCT	PCT/US2008/75186 (WO2009/032880A1)	09/04/2008
Characterizing a Texture of an Image [@]	PCT	PCT/US2008/86576 (WO2009/079367A1)	12/12/2008
Medical Cart	PCT	PCT/US2010/43644 (WO2011/014614A2)	07/29/2010
Storage Card	PCT	PCT/US2010/43713 (WO2011/014656A2)	07/29/2010
Characterizing a Texture of an Image	PCT	PCT/US2010/48208 (WO2011/031820A2)	09/09/2010
Showing Skin Lesion Information	PCT	PCT/US2010/55273 (WO2011/056851A2)	11/03/2010
Assessing Features for Classification	PCT	PCT/US2011/46640 (WO2012019038A2)	08/04/2011

Title	Country	App/Publication No.	Date
Phototherapeutic apparatus and method (daughter of GB0822835.5)	European Regional	EP 2376194 PCT/GB2009/002886 (WO/2010/070277)	12/15/2009
Phototherapeutic Apparatus and Method	United States	US 20120123507	12/15/2009
Method and Apparatus for Efficiently Operating a Gas Discharge Excimer Laser (validated only in Germany DE 60 2008 007 029.8-08)	European Regional	EP 2140529 PCT/US2008/058293 (WO/2008/118975)	03/26/2008
Methods of Treating Diseased Tissue	United States	US 12/718,830 US 2011/0002918	03/05/2010
Apparatus and methods for targeted ultraviolet phototherapy	PCT	PCT/US2014/020121 (WO/2014/158783)	10/02/2014
Apparatus and methods for targeted ultraviolet phototherapy	United States	14/208.060 US2014/0277299	03/13/2014
Plaque Targeted Sub-Blistering Dosimetry	United States	61/886,805	10/03/14
Plaque Targeted Sub-Blistering Dosimetry	PCT	PCT/US2014/058957 (WO/2015/051208)	04/09/2015
Dosimetry Device for Targeted UVB Treatments of Various Dermatoses	United States	62/031,674	07/23/15
New application filed similar to "Dosimetry Device for Targeted UVB Treatments of Various Dermatoses" but expanded	United States	62/137,086	03/23/15

EXHIBIT C

Trademarks

Trademark	Country	Registration No.	Registration Date
MELA	United States	4226001	10/16/2012
MELA SCIENCES (logo)	United States	4422200	10/22/2013
MELA SCIENCES (logo)	United States	4422200	10/22/2013
MELA SCIENCES (word)	United States	4422199	10/22/2013
MELA SCIENCES (word)	United States	4276071	01/15/2013
MELAFIND	United States	2713699	05/06/2003
MELAFIND (Design plus words ...)	United States	4432015	11/12/2013
MELAFIND (Design plus words ...)	United States	3659168	07/21/2009
MELAFINDER	United States	4320539	04/16/2013
MELARECORD	United States	4214340	09/25/2012
MELARECORD	United States	4187180	08/07/2012
VTRAC	China	7121033	07/20/2010
VTRAC	CTM	7482284	07/29/2009
VTRAC	India	2578256	08/08/2013
VTRAC	Korea	4020080058606	03/27/2014
VTRAC	Taiwan	1383636	11/01/2009
VTRAC	United States	3567548	01/27/2009
XTRAC	China	7121034	07/07/2010
XTRAC	CTM	7480511	08/07/2009
XTRAC	India	2578258	08/08/2013
XTRAC	Korea	4008098160000	03/27/2014
XTRAC	Taiwan	1385590	11/16/2009
XTRAC	United States	2598910	07/23/2002
XTRAC	United States	3567428	01/27/2009
XTRAC VELOCITY	United States	3693730	10/06/2009

Trademarks Applications

Trademark	Country	Application No.	Filing Date
MELAFIND (Design plus words ...)	United States	85/880396	03/19/2013 (Abandoned)
OIM	United States	86/118997	11/14/2013 (Abandoned)

EXHIBIT D

Mask Works

NONE.