

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IZI Medical Products, LLC		05/03/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank		
Street Address:	231 South Lasalle Street, 2nd floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3963670	CARECUSHION	
Registration Number:	3995223	CARECUSHION IMPROVING THE IMAGE OF MAMMO	
Registration Number:	1979763	I.Z. PORT	
Registration Number:	2324569	SHADOWFORM	
Registration Number:	3866099	SOFTSTRIPS	
Registration Number:	3714435	SPHERZ	
Registration Number:	4625884		
Registration Number:	4625885	X	
Registration Number:	4625937	QUICK SPHERZ	
Registration Number:	4625939	QUICK SPHERZ	
Serial Number:	86779386	CUSHIONCAST	
Serial Number:	86779504	CUSHIONCAST	
Serial Number:	87015835	IZI MEDICAL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>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.</i>			
Phone:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
TRADEMARK			

OP \$340.00 3963670

Correspondent Name: Brian P. Kerwin
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: G1198-00009

NAME OF SUBMITTER: Brian P. Kerwin

SIGNATURE: /Brian P. Kerwin/

DATE SIGNED: 05/04/2016

Total Attachments: 15

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**CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of May 3, 2016, is made by **SCP IR ACQUISITION, LLC**, a Delaware limited liability company (“**Buyer**”), and **IZI MEDICAL PRODUCTS, LLC**, a Delaware limited liability company (“**Opc**”); and together with Buyer, individually and collectively “**Borrower**”), in favor of **WINTRUST BANK**, an Illinois state chartered bank (together with its successors and assigns, “**Lender**”).

RECITALS

WHEREAS, **SCP INTERVENTIONAL RADIOLOGY, LLC**, a Delaware limited liability company, Borrower and Lender are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender’s security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower’s joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

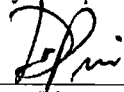
9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE ILLINOIS CHOICE OF LAW AND FORUM ACT).

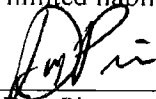
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

SCP IR ACQUISITION, LLC, a Delaware limited liability company

By: 
Name: Don Pierce
Its: Chairman

IZI MEDICAL PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Don Pierce
Its: Chairman

Agreed and Accepted:

WINTRUST BANK

By: _____
Name: Jason Girardin
Its: Vice President

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

SCP IR ACQUISITION, LLC, a Delaware limited liability company

By: _____
Name: Don Pierce
Its: Chairman

IZI MEDICAL PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: Don Pierce
Its: Chairman

Agreed and Accepted:

WINTRUST BANK

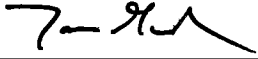
By:  _____
Name: Jason Girardin
Its: Vice President

EXHIBIT A

PATENTS

SCP IR ACQUISITION, LLC

None.

IZI MEDICAL PRODUCTS, LLC

(See attached.)

Docket No.	Country	Status	Application No.	Filing Date	Patent No.	Issue Date	Title
44230.11.0002	US	Expired (Expired 05/13/14)	08/205,517	03/03/1994	5,628,733	05/13/1997	SURGICAL DRAIN
44230.12.0002	US	Granted	08/764,325	03/04/1997	5,743,899	04/28/1998	METHOD AND APPARATUS FOR MARKING SKIN WITH INK
44230.17.0002	US	Granted	13/408,651	02/29/2012	8,661,573	03/04/2014	PROTECTIVE COVER FOR MEDICAL DEVICE HAVING ADHESIVE MECHANISM
44230.18.0002	US	Granted	13/408,046	02/29/2012	8,662,684	03/04/2014	RADIOPAQUE CORE
44230.19.0002	US	Granted	13/408,126	02/29/2012	8,668,345	03/11/2014	RETRO-REFLECTIVE MARKER WITH SNAP ON THREADED POST
44230.20.0002	US	Granted	13/408,272	02/29/2012	8,668,342	03/11/2014	MATERIAL THICKNESS CONTROL OVER RETRO-REFLECTIVE MARKER
44230.21.0002	US	Granted	13/408,386	02/29/2012	8,646,921	02/11/2014	REFLECTIVE MARKER BEING RADIO-OPAQUE FOR MRI
44230.22.0002	US	Granted	13/408,387	02/29/2012	8,651,274	02/18/2014	PACKAGING FOR RETRO-REFLECTIVE MARKERS
44230.22.0101	US	Granted	14/072,825	11/06/2013	9,085,401	07/21/2015	PACKAGING FOR RETRO-REFLECTIVE MARKERS
44230.22.0102	US	Published	14/738,997	06/15/2015			PACKAGING FOR RETRO-REFLECTIVE MARKERS
44230.23.0002	US	Granted	13/408,317	02/29/2012	8,672,490	03/18/2014	HIGH REFLECTIVITY RETRO-REFLECTIVE MARKER
44230.24.0002	US	Granted	13/408,124	02/29/2012	8,641,210	02/04/2014	RETRO-REFLECTIVE MARKER INCLUDING COLORED MOUNTING PORTION
44230.25.0002	US	Granted	13/408,070	02/29/2012	8,668,344	03/11/2014	MARKER SPHERE INCLUDING EDGED OPENING TO AID IN MOLDING
44230.26.0002	US	Granted	13/408,035	02/29/2012	8,668,343	03/11/2014	REFLECTIVE MARKER WITH ALIGNMENT FEATURE
44230.48.0001	US	Expired (Expired 05/07/16)	61/820,279	05/07/2013			NOVEL PACKAGING APPARATUS AND METHODS FOR RETRO-REFLECTIVE MARKERS
44230.49.0001	US	Expired (Expired 05/07/14)	61/820,282	05/07/2013			RAPID DISTRIBUTION METHOD AND APPARATUS FOR RETRO-REFLECTIVE MARKERS
44230.52.0002	US	Pending	15/067,401	03/11/2016			POSITION-RETAINING DEVICE
44230.53.0002	US	Pending	14/690,862	04/20/2015			QUICK SPHERE WITH EASY SNAP ENGAGEMENT AND AUDIBLE INDICATOR
44230.53.0003	WO	Pending	PCT/IB2015/052951	04/22/2015			QUICK SPHERE WITH EASY SNAP ENGAGEMENT AND AUDIBLE INDICATOR
44230.55.0002	US	Published	14/245,141	04/04/2014			MEDICAL DEVICE FOR SURGICAL NAVIGATION SYSTEM
44230.55.0003	WO	Published	PCT/IB2014/060490	04/07/2014			MEDICAL DEVICE FOR SURGICAL NAVIGATION SYSTEM

Docket No.	Country	Status	Application No.	Filing Date	Patent No.	Issue Date	Title
44230.58.0001	US	Expired (Expired 10/18/14)	61/892,546	10/18/2013			RAPID DISTRIBUTION METHOD AND APPARATUS FOR RETRO-REFLECTIVE MARKERS
44230.59.0002	US	Granted	13/318,598	11/03/2011	8,662,683	03/04/2014	RETRO-REFLECTIVE MARKER
44230.59.0101	US	Granted	14/190,145	02/26/2014	8,915,599	12/23/2014	RETRO-REFLECTIVE MARKER
44230.59.0301	DE	Granted	10 2009 019 986.1	05/06/2009	DE 10 2009 019 986.1	06/13/2013	RETRO-REFLECTIVE MARKER
44230.59.0302	EP	Published	10719912.7	04/30/2010			RETRO-REFLECTIVE MARKER SYSTEM
44230.60.0002	US	Published	14/245,170	04/04/2014			REFERENCE DEVICE FOR SURGICAL NAVIGATION SYSTEM
44230.60.0003	WO	Published	PCT/IB2014/060500	04/07/2014			REFERENCE DEVICE FOR SURGICAL NAVIGATION SYSTEM
44230.61.0002	US	Pending	14/807,914	07/24/2015			DYNAMIC REFERENCE FRAME FOR SURGICAL NAVIGATION SYSTEM
44230.61.0003	WO	Pending	PCT/IB2015/055674	07/27/2015			DYNAMIC REFERENCE FRAME FOR SURGICAL NAVIGATION SYSTEM

TRADEMARK
REEL: 005785 FRAME: 0855

EXHIBIT B
TRADEMARKS

SCP IR ACQUISITION, LLC

None.

IZI MEDICAL PRODUCTS, LLC

(See attached.)

Docket No.	Country	Status	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Goods	Class
44230.29.0401	US	Registered	CARECUSION ¹	85/094,585	07/28/2010	3,963,670	05/17/2011	Covers for compression surfaces of a mammography device.	10 Int.
44230.30.0401	US	Registered	CARECUSION IMPROVING THE IMAGE OF MAMMOGRAPHY & Design	85/130,971	09/16/2010	3,995,223	07/12/2011	Covers for compression surfaces of a mammography device.	10 Int.
44230.33.0401	US	Registered	I.Z. PORT ²	74/700,680	07/13/1995	1,979,763	06/11/1996	Radiation therapy skin marker adhesive tapes.	05 Int.
44230.36.0401	US	Registered	SHADOWFORM	75/700,785	05/07/1999	2,324,569	02/29/2000	Radiopaque markers.	05 Int.
44230.37.0401	US	Registered	SOFTSTRIPS	77/894,300	12/16/2009	3,866,099	10/19/2010	Adhesive tape used in radiation therapy treatment	05 Int.
44230.38.0401	US	Registered	SPHERZ	77/661,463	02/02/2009	3,714,435	11/24/2009	Surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries.	10 Int.
44230.39.0601	GB	Registered	SPHERZ	2524889	08/28/2009	2524889	12/04/2009	Surgical instruments for use in orthopaedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries.	10 Int.
44230.40.0601	DE	Registered	SPHERZ	302009051542	08/31/2009	302009051542	05/10/2009	Surgical and medical apparatus and instruments, especially surgical and medical instruments for orthopedic surgery, spinal surgery, neurosurgery, surgery in the ear, nose and ears, and image-guided surgery, in particular markers and markers to facilitate the instrument detection and tracking during image-based	10 Int.

¹ This trademark has been abandoned by the Company. Seller makes no representation or warranty with respect to this abandoned trademark.

² This trademark has been abandoned by the Company. Seller makes no representation or warranty with respect to this abandoned trademark.

44230.41.0601	CA	Registered	SPHERZ	1453861	10/01/2009	TMA784,986	12/15/2010	operations. Surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries.	10 Int.
44230.42.0601	JP	Registered	SPHERZ	2009-066791	09/01/2009	5411169	05/13/2011		
44230.46.0401	US	Registered	IZI Logo (Butterfly Design)	86/014,294	07/18/2013	4,625,884	10/21/2014	Adhesive tape used in radiation therapy treatment.	05 Int.
44230.46.0402	US	Registered	IZI Logo (Butterfly Design)	86/014,314	07/18/2013	4,625,885.	10/21/2014	Covers for compression surfaces of a mammography device; surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries; identification markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; radiopaque markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; permeable plastic films for medical use, namely, protective film covering for image markers and image markings.	10 Int.
44230.56.0401	US	Registered	QUICK SPHERZ	86/025,779	08/01/2013	4,625,937.	10/21/2014	Adhesive tape used in radiation therapy treatment; radiopaque markers.	05 Int.
44230.56.0402	US	Registered	QUICK SPHERZ	86/025,808	08/01/2013	4,625,939	10/21/2014	Covers for compression surfaces of a mammography device; surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with	10 Int.

								registration and instrument tracking during image guided surgeries; identification markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; radiopaque markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; permeable plastic films for medical use, namely, protective film covering for image markers and image markings.	
44230.56.0601	CA	Pending	QUICK SPHERZ	1,661,413	01/28/2014			Adhesive tape used in radiation therapy treatment; radiopaque markers.	05 Int.
44230.56.0602	CA	Published	QUICK SPHERZ	1,661,417	01/28/2014			Covers for compression surfaces of a mammography device; surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries; identification markers, namely, a self-adhesive substrate that is attached to the skin for use with radiographic procedures; permeable plastic films for medical use, namely, protective film covering for image markers and image markings.	10 Int.
44230.56.0603	EM	Registered	QUICK SPHERZ	012545091	01/29/2014	012545091	06/23/2014	Adhesive tape used in radiation therapy treatment; radiopaque markers.	05 Int.
44230.56.0604	EM	Registered	QUICK SPHERZ	012545091	01/29/2014	012545091	06/23/2014	Covers for compression surfaces of a mammography device; surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely,	10 Int.

								markers that assist with registration and instrument tracking during image guided surgeries; identification markers, namely, a self-adhesive substrate that is attached to the skin for use with radiographic procedures; permeable plastic films for medical use, namely, protective film covering for image markers and image markings.	
44230.66.0401	US	Published	CUSHIONCAST	86/779.386	10/06/2015			Adhesive tape used in radiation therapy treatment; radiopaque markers.	05 Int.
44230.66.0402	US	Published	CUSHIONCAST	86/779.504	10/06/2015			Covers for compression surfaces of a mammography device; surgical instruments for use in orthopedic surgery, spinal surgery, neurosurgery, ENT surgery, and image guided surgery, namely, markers that assist with registration and instrument tracking during image guided surgeries; identification markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; radiopaque markers, namely, self-adhesive markers that are attached to the skin for use with radiographic procedures; permeable plastic films for medical use, namely, protective film covering for image markers and image markings.	10 Int.
44230.69.0601	DE	Registered	ILUMARK	007195407	08/27/2008	007195407	07/03/2009		09, 10, 42 Int.
44230.70.0401	US	Pending	IZI MEDICAL PRODUCTS	87/015.835	04/27/2016			Adhesive tape used in radiation therapy treatment; radiopaque markers. Covers for compression surfaces of a mammography device; surgical instruments for use in	05, 10 Int.

EXHIBIT C
COPYRIGHTS

1. IZI Medical Products From concept to care
Registration No.: TXu001865078/2013-04-25
Claimant: IZI Medical Products, LLC
Date of Creation: 2012