

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST (TERM LOAN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metabolon, Inc.		06/13/2016	Corporation: DELAWARE
LACM, Inc.		06/13/2016	Corporation: NORTH CAROLINA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3058960	METABOLON	
Registration Number:	4727739	TRUEMASS	
Serial Number:	86400298	LIPOMICS	
Serial Number:	85468464	QUANTOSE	
Serial Number:	86442918	METABOLYNC	
Serial Number:	86442915	METABOLON	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
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		
NAME OF SUBMITTER:	Valerie Brennan		

OP \$165.00 3058960

SIGNATURE:	/vb/
DATE SIGNED:	06/15/2016
Total Attachments: 10 source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page1.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page2.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page3.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page4.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page5.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page6.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page7.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page8.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page9.tif source=Metabolon and LACM - Midcap Financial TrustIP Security Agreement (Term Loan) (2)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of the 13th day of June, 2016 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“**Agent**”), **METABOLON, INC.**, a Delaware corporation, and **LACM, INC.**, a North Carolina 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.

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.]

AGENT:

MIDCAP FINANCIAL TRUST

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

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

By:  (SEAL)
Name: Michael Levin
Title: 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: notice@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: legalnotice@midcapfinancial.com

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mlims – laboratory information management system	N/A	N/A
Surveyor Tools – user interface for lipid data analysis	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	US 7,910,301	3/22/2011
	US 7,682,783	3/23/2010
	US 7,682,784	3/23/2010
	US 7,635,556	12/22/2009
	US 7,947,453	5/24/2011
	US 7,005,255	2/28/2006
	US 7,329,489	2/12/2008
	US 7,550,258	6/23/2009
	US 7,550,260	6/23/2009
	US 7,553,616	6/30/2009
	CA 2,618,123	4/2/2013
	JP 4,950,993	3/16/2012
	US 7,433,787	10/7/2008
	CA 2,646,890	7/31/2012
	JP 5,496,650	3/14/2014
	US 7,561,975	7/14/2009
	US 8,849,577	9/30/2014
	AU 2008279778	1/8/2015
	CH 2,164,977	10/30/2013
	DE 2,164,977	10/30/2013
	EP 2,164,977	10/30/2013
	GB 2,164,977	10/30/2013
	HK 1142636	3/28/2014
	IE 2,164,977	10/30/2013
	JP 5,876,918	1/29/2016
	JP 5,701,601	2/27/2015
	MX 315,308	11/13/2013
	SG 157,785	7/13/2012
	US 8,809,008	8/19/2014
	US 9,250,225	2/2/2016
	US 8,187,830	5/29/2012
	US 8,546,098	10/1/2013
	US 7,949,475	5/24/2011
	US 8,175,816	5/8/2012
	US 8,841,077	9/23/2014
	US 6,873,914	3/29/2005
	US 8,394,354	3/12/2013
	EP 2,089,539	12/7/2011

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EP 2,089,539	12/7/2011
JP 5,363,984	9/13/2013
US 7,781,160	8/24/2010
AU 2007299846	3/5/2015
EP 2,061,899	8/29/2012
HK 1,131,806	12/14/2012
JP 5,297,379	6/21/2013
US 8,518,650	8/27/2013
AU 2,008,289,172	5/2/2013
EP 2,179,292	11/28/2012
EP 2,179,292	11/28/2012
EP 2,597,464	2/25/2015
EP 2,179,292	11/28/2012
HK 1,143,418	8/16/2013
JP 5,406,187	11/8/2013
EP 2,227,689	12/26/2012
CH 2,546,649	2/25/2015
EP 2,227,689	12/26/2012
DE 2,546,649	2/25/2015
EP 2,546,649	2/25/2015
EP 2,227,689	12/26/2012
FR 2,546,649	2/25/2015
EP 2,227,689	12/26/2012
GB 2,546,649	2/25/2015
EP 2,227,689	12/26/2012
JP 5,270,684	5/17/2013
US 8,679,457	3/25/2014
US 7,807,138	10/5/2010
EP 2,393,946	12/4/2013
JP 5,567,600	6/27/2014
US 8,658,351	2/25/2014
US 8,428,881	4/23/2013
US 8,131,473	3/6/2012
US 8,594,942	11/26/2013
ZL200980109140.x	6/25/2014
JP 5,512,546	4/4/2014
US 7,884,318	2/8/2011
JP 5,866,287	1/8/2016
US 9,189,595	11/17/2015
US 8,980,548	3/17/2015
US 9,109,252	8/18/2015
CH 2057473	11/12/2014
DE 2057473	11/12/2014

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EP 2057473	11/12/2014
ES 2057473	11/12/2014
FR 2057473	11/12/2014
GB 2057473	11/12/2014
HK 1131209	11/27/2015
2014216035	8/29/2014
PI0815095-8	7/17/2008
2015-236454	12/3/2015
MX/a/2013/008169	7/12/2013
14/975,988	12/21/2015
16104033.3	4/8/2016
PI1013387-09	9/20/2011
2,712,455	1/15/2009
2014-530734	3/13/2014
15/026,341	3/31/2016
2015-556042	7/30/2015
2014265669	12/7/2015
BR112015028253-9	11/10/2015
2,911,204	11/2/2015
2016-514016	11/13/2015
MX/a/2015/015561	11/10/2015
62/250,627	11/4/2015
2443806	4/13/2001
10183052.9	10/1/2010
14/106,416	12/13/2013
7758894.5	3/20/2007
2,690,541	7/17/2008
14/948,457	11/23/2015
15155591.9	2/18/2015
14/843,356	9/2/2015
9702007.7	7/19/2010
10774032.6	4/30/2012
12807813.6	1/31/2014
12831223.8	3/18/2014
14/344,655	3/13/2014
13/800,010	3/13/2013
14/856,184	9/16/2015
14746017.4	7/8/2015
14/763,962	7/28/2015
201480027332.7	11/13/2015
14797070.1	12/14/2015
14/889,930	11/9/2015
20072662987	8/8/2007
200780037568	6/1/2010
12196378.9	8/8/2007
12/376,903	6/1/2010
PCT/US2014071035	12/18/2014
PCT/US2015/024907	4/8/2015
PCT/US2015/032803	5/28/2015
PCT/US2015/42904	7/30/2015
PCT/US2015/058934	11/4/2015
PCT/US2015/061215	11/18/2015
PCT/2016/016536	2/4/2016

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Metabolon® 	US 3058960 WIPO 978675, Benelux Japan US UK	2/14/2006 11/29/2009 4/18/2008 11/11/2008 2/23/2009
TRUEMASS® Lipomics®	US 4727739 US 86/400298 WIPO (CN, MX, Benelux, Denmark, Finland, France, Germany, Italy, Japan, Norway, Spain, Sweden, Switzerland, UK)	4/28/2015 9/19/2014 9/17/2015
Quantose®	US 85/468,464 US 86/442918 WIPO (Austria, Benelux, Germany, Switzerland, UK, MX, JP)	4/24/2012 11/3/2014 11/4/2014
Quantose® Metabolync®	US 86/442915 WIPO (Austria, Benelux, Germany, Switzerland, UK, MX, JP)	11/3/2014 11/4/2014
Metabolync®	US 86/442915 WIPO (Austria, Benelux, Germany, Switzerland, UK, MX, JP)	11/3/2014 11/4/2014
Metaboman®	US 86/442915 WIPO (Austria, Benelux, Germany, Switzerland, UK, MX, JP)	11/3/2014 11/4/2014
Metaboman®	US 86/442915 WIPO (Austria, Benelux, Germany, Switzerland, UK, MX, JP)	11/3/2014 11/4/2014

EXHIBIT D

Mask Works

None