

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SynCardia Systems, LLC		09/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sindex SSI Lending, LLC		
Street Address:	2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3861417	FREEDOM	
Registration Number:	4799718	SYNSPUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	215-569-3399		
Email:	trademarks@klehr.com		
Correspondent Name:	Michael P. Rittinger		
Address Line 1:	1835 Market Street		
Address Line 2:	Suite 1400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Michael P. Rittinger		
SIGNATURE:	/Michael P. Rittinger/		
DATE SIGNED:	09/19/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 19th day of September, 2016, by SynCardia Systems, LLC, a Delaware limited liability company (the "Grantor" or the "Borrower"), in favor of Sindex SSI Lending, LLC, in its capacity as agent (the "Agent") for the Lenders defined below.

WHEREAS, reference is made to that certain (a) Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among, *inter alia*, the Grantor, the Agent and the lenders from time to time party thereto (the "Lenders") and (b) Security Agreement, dated as of the date hereof (as amended, restated supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Security Agreement"), among the Borrower, the Agent, and each of the other parties party thereto from time to time;

WHEREAS, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreement, as applicable.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement and each other Loan Document, the Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement, Credit Agreement and other Loan Documents of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule 1 hereto;

(b) all of the Grantor's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto;

(c) all of the Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement and the other Loan Documents, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement and the other Loan Documents.

4. SECURITY AGREEMENT. The security interests granted to the Agent pursuant to this Agreement are granted in furtherance, and not in limitation, of the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and the other Loan Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all United States registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new IP Collateral. Without limiting any of Grantor's obligations under this Section 6, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of the Grantor identified in such written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or

circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the law of the State of New York.

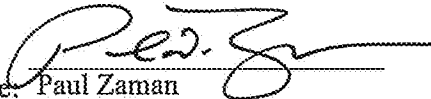
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYNCARDIA SYSTEMS, LLC,
as Grantor


By: 
Name: Paul Zaman
Title: Vice President of Finance

[Signature Page to Intellectual Property Security Agreement (SynCardia)]

TRADEMARK
REEL: 005879 FRAME: 0390

Accepted and Agreed:

SINDEX SSI LENDING, LLC,
as Agent

By: 
Name: Kamal Advani
Title: Authorized Person

[Signature Page to Intellectual Property Security Agreement (SynCardia)]

TRADEMARK
REEL: 005879 FRAME: 0391

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. U.S. Copyrights and Copyright Applications

- None.

II. U.S. Patents and Patent Applications

Grantor	Name of Patent	App. No.	App. Date	Patent Number
SynCardia Systems, LLC	Scotch-Yoke Mechanism for Redundant Actuation Applications	12498991	07/07/2009	8,070,455
SynCardia Systems, LLC	Actuating Mechanism for Pneumatically-Driven Artificial Heart (pistons) – U.S.	12454440	05/18/2009	8,021,422
SynCardia Systems, LLC	Apparatus and Method for Pneumatically Driving an Implantable Medical Device	12108436	04/23/2008	7,811,318

III. U.S. Trademarks and Trademark Applications

Grantor	Trademark	App. No.	App. Date	Registration Number	Registration Date
SynCardia Systems, LLC	Freedom (Block)	77542888	08/08/2008	3,861,417	10/12/2010
SynCardia Systems, LLC	Synspus	86,516,761	01/28/2015	4,799,718	08/25/2015

Unregistered Marks, Brands and Trade Names

- None.