

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Revolving Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Immunotec, Inc.		10/04/2016	Corporation: DELAWARE
Oxford Immunotec Global PLC		10/04/2016	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, As Agent		
Street Address:	c/o Midcap Financial Services LLC, As Servicer		
Internal Address:	7255 Woodmont Avenue		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3665044	T-SPOT	
Registration Number:	3823561	T- CELL XTEND	
Registration Number:	4094230	OXFORD IMMUNOTEC	
Registration Number:	3880807	OXFORD DIAGNOSTIC LABORATORIES	
Registration Number:	4148560	OXFORD. DIAGNOSTIC LABORATORIES	
Registration Number:	1737789	IMUGEN	
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 Fl		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	036639.000034		
NAME OF SUBMITTER:	Valerie Brennan		

OP \$165.00 3665044

SIGNATURE:	/vb/
DATE SIGNED:	10/05/2016
Total Attachments: 11 source=IP Security Agreement (Revolving-Trademarks)#page1.tif source=IP Security Agreement (Revolving-Trademarks)#page2.tif source=IP Security Agreement (Revolving-Trademarks)#page3.tif source=IP Security Agreement (Revolving-Trademarks)#page4.tif source=IP Security Agreement (Revolving-Trademarks)#page5.tif source=IP Security Agreement (Revolving-Trademarks)#page6.tif source=IP Security Agreement (Revolving-Trademarks)#page7.tif source=IP Security Agreement (Revolving-Trademarks)#page8.tif source=IP Security Agreement (Revolving-Trademarks)#page9.tif source=IP Security Agreement (Revolving-Trademarks)#page10.tif source=IP Security Agreement (Revolving-Trademarks)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 4 day of October, 2016 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”), **OXFORD IMMUNOTEC, INC.**, a Delaware corporation (“Oxford”), **OXFORD IMMUNOTEC GLOBAL PLC**, a company formed under the laws of England and Wales (“Oxford Global”), **OXFORD IMMUNOTEC LIMITED**, a company formed under the laws of England and Wales (“Oxford Ltd”, together with Oxford, Oxford Global and any other Person that joins this agreement as a Grantor, 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, Security and Guaranty Agreement (Revolving Loan), by and between Agent, the Lenders and Grantor 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, other than Excluded Assets (as defined in the Credit Agreement) (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following (to the extent that they are not Excluded Assets):

(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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS, REMEDIES AND OBLIGATIONS OF THE PARTIES HERETO, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES AND ALL OTHER MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW). EACH

GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW YORK IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER FINANCING DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH GRANTOR AT THE ADDRESS SET FORTH IN SECTION 12.3 OF THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

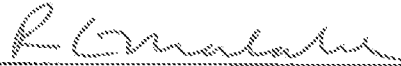
In addition to and without limitation of any of the foregoing, this Intellectual Property Security Agreement shall be subject to all of the terms and conditions contained in Sections 13.4, 13.9, 13.11 and 13.12 of the Credit Agreement, *mutatis mutandis*.

[Signature page follows.]

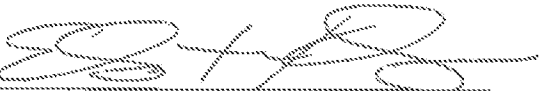
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

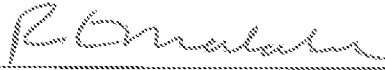
OXFORD IMMUNOTEC, INC.

By: 
Name: Richard C. Malabre
Title: Controller

OXFORD IMMUNOTEC GLOBAL PLC

By: 
Name: Elizabeth H. Heiley
Title: VP, General Counsel & Secretary

OXFORD IMMUNOTEC LIMITED

By: 
Name: Richard C. Malabre
Title: Controller

Address:


700 Nickerson Road, Suite 200
Marlborough, MA 01752
Attn: Chief Financial Officer
Facsimile: _____
E-Mail: CFO@oxfordimmunotec.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: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached.

Trademarks

INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLICATIONS)					
Company that is Owner of IP	Name / Identifier of IP	Type of IP (e.g., patent, TM, ©, mask work)	Registration/Publication or Application Number	Registration Date/Renewal Date	Jurisdiction
Oxford Immunotec Limited	T-SPOT	Trademark	3665044	4.Aug.2009/ 4.Aug.2019	USA
Oxford Immunotec Limited	T-SPOT	Trademark	2365985	3.Mar.2006/ 17.Jun.2024	United Kingdom
Oxford Immunotec Limited	T-SPOT	Trademark	722882	16.May.2005/ 17.Jun.2024	New Zealand
Oxford Immunotec Limited	T-SPOT	Trademark	1063310	14.Dec.2004/ 14.Dec.2024	Australia
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Ukraine
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Hungary
Oxford Immunotec Limited	T-SPOT	Trademark	1326004	11.Jul.2006/ 15.Dec.2024	India
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Japan
Oxford Immunotec Limited	T-SPOT	Trademark	TMA766238	10.May.2010/ 10.May.2025	Canada
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Republic of Korea
Oxford Immunotec Limited	T-SPOT	Trademark	1065081	6.Oct.2008/ 3.Oct.2017	Mexico
Oxford Immunotec Limited	T-SPOT	Trademark	1008006	24.Oct.2007/ 3.Oct.2017	Mexico
Oxford Immunotec Limited	T-SPOT	Trademark	1051711	31.Jul.2008/ 3.Oct.2017	Mexico
Oxford Immunotec Limited	T-SPOT	Trademark	829435760	22.Dec.2009/ 22.Dec.2019	Brazil
Oxford Immunotec Limited	T-SPOT	Trademark	829435786	19.Jan.2010/ 19.Jan.2020	Brazil
Oxford Immunotec Limited	T-SPOT	Trademark	2007/22618	25.May.2010/ 4.Oct.2017	S. Africa
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Singapore
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Russian Federation
Oxford Immunotec Limited	T-SPOT	Trademark	31890	17.May.2010/ 18.Dec.2018	Kazakhstan
Oxford Immunotec Limited	T-SPOT	Trademark	5774956	7.Dec.2009/ 6.Dec.2019	China

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Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Switzerland
Oxford Immunotec Limited	T-SPOT	Trademark	4-2013-001970	27.Sep.2013/ 27.Sep.2023	Philippines
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Vietnam
Oxford Immunotec Limited	T-SPOT	Trademark	2013/8347	Pending	Nigeria
Oxford Immunotec Limited	T-SPOT	Trademark	2013/8348	Pending	Nigeria
Oxford Immunotec Limited	T-SPOT	Trademark	851245	14.Dec.2004/ 14.Dec.2024	Norway
Oxford Immunotec Limited	T-SPOT	Trademark	4246682	28.Aug.2016/ 14.Dec.2024	France
Oxford Immunotec Limited	T-SPOT	Trademark	302015061494	19.Jan.2016/ 14.Dec.2024	Germany
Oxford Immunotec Limited	T-SPOT	Trademark	3587387	11.Feb.2016/ 14.Dec.2024	Spain
Oxford Immunotec Limited	T-CELL XTEND	Trademark	3823561	27.Jul.2010/ 27.Jul.2020	USA
Oxford Immunotec Limited	T-CELL XTEND	Trademark	2484469	26.Dec.2008/ 8.Apr.2018	United Kingdom
Oxford Immunotec Limited	T-CELL XTEND	Trademark	806121	12.Nov.2009/ 7.May.2019	New Zealand
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1271950	1.Oct.2008/ 1.Oct.2018	Australia
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	EC
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1740444	9.Mar.2011/ 6.Oct.2018	India
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Japan
Oxford Immunotec Limited	T-CELL XTEND	Trademark	TMA809239	17.Oct.2011/ 17.Oct.2026	Canada
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Republic of Korea
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1081521	28.Jan.2009/ 8.Oct.2018	Mexico
Oxford Immunotec Limited	T-CELL XTEND	Trademark	830013652	27.Dec.2011/ 27.Dec.2021	Brazil
Oxford Immunotec Limited	T-CELL XTEND	Trademark	830013660	27.Dec.2011/ 27.Dec.2021	Brazil
Oxford Immunotec Limited	T-CELL XTEND	Trademark	2008/23447	29.Apr.2011/ 6.Oct.2018	S. Africa

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Oxford Immunotec Limited	T-CELL XTEND	Trademark	2008/23448	29.Apr.2011/ 6.Oct.2018	S. Africa
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Singapore
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	China
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Russian Federation
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Switzerland
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Turkey
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Norway
Oxford Immunotec Limited	T-CELL XTEND	Trademark	31299	15.Feb.2010/ 6.Oct.2018	Kazakhstan
Oxford Immunotec Limited	T-CELL XTEND	Trademark	122398	11.May.2010/ 7.Oct.2018	Ukraine
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1395776	1.Feb.2010/ 31.Jan.2020	Taiwan
Oxford Immunotec Limited	T-CELL XTEND	Trademark	119955	Pending	UAE
Oxford Immunotec Limited	T-CELL XTEND	Trademark	102511	26.Apr.2010/ 5.Oct.2018	UAE
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1098/72	10.Oct.2009/ 11.Jun.2018	Saudi Arabia
Oxford Immunotec Limited	T-CELL XTEND	Trademark	1212/87	13.Dec.2010/ 23.Jun.2018	Saudi Arabia
Oxford Immunotec Limited	T-CELL XTEND	Trademark	85032	28.Mar.2010/ 5.Oct.2018	Kuwait
Oxford Immunotec Limited	T-CELL XTEND	Trademark	81989	4.Oct.2009/ 5.Oct.2018	Kuwait
Oxford Immunotec Limited	T-CELL XTEND	Trademark	215503	3.Nov.2010/ 6.Oct.2018	Israel
Oxford Immunotec Limited	T-CELL XTEND	Trademark	215504	17.May.2011/ 6.Oct.2018	Israel
Oxford Immunotec Limited	T-CELL XTEND	Trademark	4-2013-001969	27.Sep.2013/ 27.Sep.2023	Philippines
Oxford Immunotec Limited	T-CELL XTEND	Trademark	980855	1.Oct.2008/ 1.Oct.2018	Vietnam
Oxford Immunotec Limited	T-CELL XTEND	Trademark	2013/8345	Pending	Nigeria
Oxford Immunotec Limited	T-CELL XTEND	Trademark	2013/8346	Pending	Nigeria

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Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	4094230	31.Jan.2012/ 31.Jan.2022	USA
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	2403191	25.May.2007/ 5.Oct.2025	United Kingdom
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	745174	24.Mar.2006/ 5.Oct.2025	New Zealand
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	888071	24.Mar.2006/ 5.Oct.2025	China
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	1126035	24.Mar.2006/ 24.Mar.2026	Australia
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	888071	24.Mar.2006/ 24.Mar.2026	EC
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	1440262	29.Aug.2008/ 27.Mar.2026	India
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	888071	24.Mar.2006/ 24.Mar.2026	Japan
Oxford Immunotec Limited	Oxford Immunotec & Logo	Trademark	TMA766242	10.May.2010/ 10.May.2025	Canada
Oxford Immunotec Limited	Oxford Immunotec	Trademark	3022947	10.Jan.2014/ 20.Sep.2023	United Kingdom
Oxford Immunotec Limited	9 dot logo	Trademark	3022952	13.Dec.2013/ 20.Sep.2023	United Kingdom
Oxford Immunotec Limited	T-SPOT and kit box logo	Trademark	3023012	13.Dec.2013/ 20.Sep.2023	United Kingdom
Oxford Immunotec Limited	T-SPOT and kit box logo	Trademark	12713541	14.Aug.2014/ 20.Mar.2024	EC
Oxford Immunotec Limited	Oxford Diagnostic Laboratories	Trademark	3880807	23.Nov.2010/ 23.Nov.2020	USA
Oxford Immunotec Limited	Oxford Diagnostic Laboratories (logo)	Trademark	9144031	12.Nov.2010/ 1.Jun.2020	EC
Oxford Immunotec Limited	Oxford Diagnostic Laboratories (logo)	Trademark	4148560	29.May.2012/ 29.May.2022	USA
Oxford Immunotec Limited	ODL	Trademark	9143983	12.Nov.2010/ 1.Jun.2020	EC
Oxford Immunotec Limited	T-COOT.Tb	Trademark	442360	8.Aug.2011/ 29.Jan.2020	Russian characters

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Oxford Immunotec Limited	T-スポット	Trademark	5742059	17.Feb.2012/ 17.Feb.2022	Japanese characters
Oxford Immunotec Limited	SPOT-TB	Trademark	2293386	2.Aug.2002/ 21.Feb.2022	United Kingdom
Oxford Immunotec Limited	TB-SPOT	Trademark	2293399	2.Aug.2002/ 21.Feb.2022	United Kingdom
Oxford Immunotec Limited	TB-SPOT	Trademark	2417976	22.Dec.2006/ 29.Mar.2026	United Kingdom
Oxford Immunotec Inc	Imugen & logo	Trademark	1737789	1.Dec.1992/ 1.Dec.2022	USA