

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANGIODYNAMICS, INC.		11/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 73			
Property Type	Number	Word Mark	
Registration Number:	4751648	BIOFLO	
Registration Number:	4722504	SMART PORT	
Registration Number:	4679132	EVLТ	
Registration Number:	4642302		
Registration Number:	4511502	AD ANGIODYNAMICS	
Registration Number:	4468947	PASV	
Registration Number:	4355358	ENGINEERED FOR LIFE	
Registration Number:	4335300	ENGINEERED FOR LIFE	
Registration Number:	4250957	NEVERTOUCH DIRECT	
Registration Number:	4236531	NEOSTAR	
Registration Number:	3954994	NANOKNIFE	
Registration Number:	3944880	VASCPAK	
Registration Number:	3857462	VENACURE EVLT	
Registration Number:	3857463	VENACURE EVLT	
Registration Number:	3857464	VENACURE EVLT	
Registration Number:	3848523		
Registration Number:	3798592	NANOKNIFE	
Registration Number:	3790595	DURAMAX	
Registration Number:	3775495	NANOKNIFE IRREVERSIBLE ELECTROPORATION	

CH \$1840.00 4751648

Property Type	Number	Word Mark
Registration Number:	3765000	ANGIOVAC
Registration Number:	3749761	ANGIODYNAMICS
Registration Number:	3659067	NIT-VU
Registration Number:	3645354	SPOTLIGHT OPS
Registration Number:	3640982	NANOKNIFE
Registration Number:	3620734	NANOKNIFE
Registration Number:	3607814	SMART PORT
Registration Number:	3406322	NEVERTOUCH
Registration Number:	3311618	WORKHORSE
Registration Number:	3217165	DURATHANE
Registration Number:	3204304	TRE-SHEATH
Registration Number:	3122045	VAULT
Registration Number:	3078565	SULIS
Registration Number:	3068771	VENACURE
Registration Number:	2982694	ACCU-VU
Registration Number:	2978022	EVENMORE
Registration Number:	2964766	ABSCSSION
Registration Number:	2930432	FLUOROMAX
Registration Number:	2917862	SPEEDLYSER
Registration Number:	2900404	MORPHEUS
Registration Number:	2863395	HYDRO-TIP
Registration Number:	2822666	ANGIODYNAMICS
Registration Number:	2739418	STARBURST
Registration Number:	2562826	VORTEX
Registration Number:	2307710	RITA
Registration Number:	2204695	MICROSULIS
Registration Number:	1987883	TRIUMPH-1
Registration Number:	1688929	PULSE SPRAY
Registration Number:	1413230	LIFEPORT
Registration Number:	3077063	PROFILER
Registration Number:	2698638	LIFEVALVE
Registration Number:	3117463	LIFEJET
Registration Number:	2091323	CIRCLE C
Serial Number:	86719000	VOLTA
Serial Number:	85655168	SMART
Serial Number:	86729361	BIOFLO
Serial Number:	86577631	NAMIC FLUID MANAGEMENT
Serial Number:	86775272	RIGHT PATIENT. RIGHT TIME. RIGHT LINE.

Property Type	Number	Word Mark
Serial Number:	86729370	FIREFLY
Serial Number:	86956502	FIREFLY PICC TIP CONFIRMATION SYSTEM WIT
Serial Number:	86956613	FIREFLY INTELLIGENT DIRECTION
Serial Number:	86956639	FIREFLY NAVIGATION
Serial Number:	87103584	SOS OMNI
Serial Number:	87093383	SOFT-VU
Serial Number:	87099675	ANGIODYNAMICS
Serial Number:	87068918	UNIBLATE
Serial Number:	87175196	NANORAY
Serial Number:	87119663	NAMIC FLUID MANAGEMENT
Serial Number:	87054499	HFIRE
Serial Number:	87054633	INSPIRE
Serial Number:	87197781	FLEXELITE
Serial Number:	86893560	BIOFLO
Serial Number:	87213413	SOLERO MICROWAVE TISSUE ABLATION SYSTEM
Serial Number:	87100756	SOLERO

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0163

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 11/07/2016

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of November 7, 2016 by and from ANGIODYNAMICS, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of November 7, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of November 7, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of November 7, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the registered or applied for trademarks, service marks and trade dress listed on Exhibit A attached hereto (the "Trademarks").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby pledges, assigns and grants to Grantee on behalf of and for the benefit of the Secured Parties a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) the registrations and applications thereof and the goodwill of the business symbolized by the foregoing, (3) all licenses of the foregoing, whether as licensee or licensor, (4) all renewals of the foregoing, (5) all income, royalties, damages and payments now or hereafter payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements and dilutions thereof, (6) all rights to sue for past, present or future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing, and (7) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

ANGIODYNAMICS, INC.

By: Michael C. Griener
Name: Michael C. Griener
Title: EVP & CFO

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

NO.	MARK NAME	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	STATUS
1	VOLTA	86/719,000	Aug 8, 2015	N/A	N/A	Registration pending
2	Smart	85/655,168	Jun 19, 2012	N/A	N/A	Registration pending
3	BIOFLO	86/729,361	Aug 19, 2015	N/A	N/A	Registration pending
4	Namic Fluid Management	86/577,631	Mar 26, 2015	N/A	N/A	Registration pending
5	Right Patient. Right Time. Right Line.	86/775,272	Oct 1, 2015	N/A	N/A	Registration pending
6	FIREFLY	86/729,370	Aug 19, 2015	N/A	N/A	Registration pending
7	Firefly Logo	86/956,502	Mar 29, 2016	N/A	N/A	Registration pending
8	FIREFLY INTELLIGENT DIRECTION	86/956,613	Mar 29, 2016	N/A	N/A	Registration pending
9	FIREFLY NAVIGATION	86/956,639	Mar 29, 2016	N/A	N/A	Registration pending
10	SOS Omni	87/103,584	Jul 14, 2016	N/A	N/A	Registration pending
11	Soft-Vu	87/093,383	Jul 5, 2016	N/A	N/A	Registration pending
12	AngioDynamics	87/099,675	Jul 11, 2016	N/A	N/A	Registration pending
13	Uniblate	87/068,918	Jun 13, 2016	N/A	N/A	Registration pending
14	NanoRay	87/175,196	Sep 19, 2016	N/A	N/A	Registration pending
15	NAMIC FLUID MANAGEMENT	87/119,663	Jul 28, 2016	N/A	N/A	Registration pending
16	HFIRE	87/054,499	May 31, 2016	N/A	N/A	Registration pending
17	Inspire	87/054,633	May 31, 2016	N/A	N/A	Registration pending
18	FlexElite	87/197,781	Oct 10, 2016	N/A	N/A	Registration pending
19	BIOFLO	86/893,560	Feb 1, 2016	N/A	N/A	Registration pending
20	Solero	87/213,413	Oct 24, 2016	N/A	N/A	Registration pending
21	Solero	87/100,756	Jul 12, 2016	N/A	N/A	Registration pending
22	BIOFLO	86/423,436	Oct 14, 2014	4751648	Jun 9, 2015	Registered
23	Smart Port	86/250,936	Apr 14, 2014	4722504	Apr 21, 2015	Registered

NO.	MARK NAME	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	STATUS
24	EVLT	86/365,105	Aug 13, 2014	4679132	Jan 27, 2015	Registered
25	BIOFLO	86/059,278	Sep 9, 2013	4642302	Nov 18, 2014	Registered
26	angiodynamics	85/673,871	Jul 11, 2012	4511502	Apr 8, 2014	Registered
27	PASV	85/799,687	Dec 11, 2012	4468947	Jan 21, 2014	Registered
28	Engineered for Life	85/651,786	Jun 14, 2012	4355358	Jun 18, 2013	Registered
29	Engineered for Life	85/214,713	Jan 11, 2011	4335300	May 14, 2013	Registered
30	NeverTouch Direct	85/388,276	Aug 3, 2011	4250957	Nov 27, 2012	Registered
31	NeoStar	85/511,849	Jan 9, 2012	4236531	Nov 6, 2012	Registered
32	NanoKnife	85/130,851	Sep 16, 2010	3954994	May 3, 2011	Registered
33	VascPak	77/648,398	Jan 13, 2009	3944880	Apr 12, 2011	Registered
34	VenaCure EVLT	77/594,460	Oct 16, 2008	3857462	Oct 5, 2010	Registered
35	VenaCure EVLT	77/594,542	Oct 16, 2008	3857463	Oct 5, 2010	Registered
36	VenaCure EVLT	77/594,562	Oct 16, 2008	3857464	Oct 5, 2010	Registered
37	Venacure	77/680,492	Feb 27, 2009	3848523	Sep 14, 2010	Registered
38	NanoKnife	77/764,140	Jun 19, 2009	3798592	Jun 8, 2010	Registered
39	DuraMax	77/287,008	Sep 24, 2007	3790595	May 18, 2010	Registered
40	NanoKnife Irreversible Electroporation	77/498,835	Jun 13, 2008	3775495	Apr 13, 2010	Registered
41	ANGIOVAC	77/651,391	Jan 16, 2009	3765000	Mar 23, 2010	Registered
42	AngioDynamics	77/786,077	Jul 21, 2009	3749761	Feb 16, 2010	Registered
43	Nit-Vu	77/457,264	Apr 24, 2008	3659067	Jul 21, 2009	Registered
44	Spotlight OPS	77/020,683	Oct 13, 2006	3645354	Jun 30, 2009	Registered
45	NanoKnife	77/498,876	Jun 13, 2008	3640982	Jun 16, 2009	Registered
46	NanoKnife	77/498,941	Jun 13, 2008	3620734	May 12, 2009	Registered
47	Smart Port	77/100,736	Feb 6, 2007	3607814	Apr 14, 2009	Registered
48	NeverTouch	77/144,792	Mar 30, 2007	3406322	Apr 1, 2008	Registered
49	Workhorse	77/153,690	Apr 11, 2007	3311618	Oct 16, 2007	Registered

NO.	MARK NAME	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	STATUS
50	Durathane	78/723,671	Sep 29, 2005	3217165	Mar 13, 2007	Registered
51	Tre-Sheath	76/608,718	Aug 26, 2004	3204304	Jan 30, 2007	Registered
52	Vault	78/572,825	Feb 23, 2005	3122045	Jul 25, 2006	Registered
53	Sulis	78/390,676	Mar 25, 2004	3078565	Apr 11, 2006	Registered
54	VenaCure	76/578,978	Mar 3, 2004	3068771	Mar 14, 2006	Registered
55	Accu-Vu	76/580,127	Mar 10, 2004	2982694	Aug 9, 2005	Registered
56	Evenmore	76/583,628	Mar 29, 2004	2978022	Jul 26, 2005	Registered
57	Abscession	76/580,133	Mar 10, 2004	2964766	Jul 5, 2005	Registered
58	Fluoromax	76/580,923	Mar 15, 2004	2930432	Mar 8, 2005	Registered
59	SpeedLyser	76/544,680	Sep 15, 2003	2917862	Jan 11, 2005	Registered
60	Morpheus	76/488,919	Feb 10, 2003	2900404	Nov 2, 2004	Registered
61	Hydro-Tip	76/456,072	Oct 4, 2002	2863395	Jul 13, 2004	Registered
62	Angiodynamics	76/497,558	Mar 17, 2003	2822666	Mar 16, 2004	Registered
63	StarBurst	75/838,984	Nov 3, 1999	2739418	Jul 23, 2003	Registered
64	Vortex	75/804,767	Sep 20, 1999	2562826	Apr 23, 2002	Registered
65	Rita	75/202,020	Nov 20, 1996	2307710	Jan 11, 2000	Registered
66	Microsulis	74/722,958	Aug 30, 1995	2204695	Nov 24, 1998	Registered
67	Triumph-1	74/516,038	Apr 19, 1994	1987883	Jul 23, 1996	Registered
68	Pulse Spray	74/177,968	Jun 20, 1991	1688929	May 26, 1992	Registered
69	LifePort	73/585,879	Mar 3, 1986	1413230	Oct 14, 1986	Registered
70	PROFILER	76/456,353	Sep 30, 2002	3,077,063	Apr 4, 2006	Registered
71	LIFEVALVE	76/340,819	Nov 21, 2001	2,698,638	Mar 18, 2003	Registered
72	LIFEJET	76/305,346	Aug 23, 2001	3,117,463	Jul 18, 2006	Registered
73	CIRCLE C	75/173,347	Sep 27, 1996	2,091,323	Aug 26, 1997	Registered