

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAVILYST MEDICAL, 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: 16			
Property Type	Number	Word Mark	
Registration Number:	4286438	EMBARC	
Registration Number:	3907588	NAVILYST MEDICAL	
Registration Number:	3861731	EXODUS	
Registration Number:	3719467	NAVILYST MEDICAL	
Registration Number:	3363005	XCELA	
Registration Number:	3319458	VAXCEL	
Registration Number:	2698997	SQUEEZE CONTRAST CONTROLLER	
Registration Number:	2669464	VAXCEL	
Registration Number:	2636239	PERCEPTOR	
Registration Number:	2562580	ANGIO-SAC	
Registration Number:	2560125	PROTECTION STATION	
Registration Number:	2554145	FLEXCIL	
Registration Number:	2257956	PASV	
Registration Number:	1254062	SOSA	
Registration Number:	1118156	MORSE	
Registration Number:	1062155	NAMIC	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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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: 4
source=Confirmatory Grant in U.S. Trademarks (Navilsyt Medical Inc.)(73308748_1_US-DOCS) (2)#page1.tif
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source=Confirmatory Grant in U.S. Trademarks (Navilsyt Medical Inc.)(73308748_1_US-DOCS) (2)#page3.tif
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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 NAVILYST MEDICAL, 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, AngioDynamics, Inc. (the “Borrower”), 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, Grantor and certain other Subsidiaries of the Borrower 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, the Borrower, Grantor and certain other Subsidiaries of the Borrower 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.

NAVILYST MEDICAL, INC.

By: Steph A. Troubridge
Name: Steph A. Troubridge
Title: VP + General Counsel + Secretary

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	EMBARC	77/884,221	Dec 2, 2009	4286438	Feb 5, 2013	Registered
2	Navilyst Medical (LOGO)	85/054,172	Jun 3, 2010	3907588	Jan 18, 2011	Registered
3	EXODUS	77/756,659	Jun 10, 2009	3861731	Oct 12, 2010	Registered
4	Navilyst Medical	77/498,811	Jun 13, 2008	3719467	Dec 1, 2009	Registered
5	XCELA	77/082,290	Jan 12, 2007	3363005	Jan 1, 2008	Registered
6	VAXCEL	78/387,758	Mar 19, 2004	3319458	Oct 23, 2007	Registered
7	Squeeze Contrast Controller	75/404,694	Dec 12, 1997	2698997	Mar 25, 2003	Registered
8	VAXCEL	75/592,102	Aug 20, 1998	2669464	Dec 31, 2002	Registered
9	PERCEPTOR	75/922,307	Feb 18, 2000	2636239	Oct 15, 2002	Registered
10	Angio-Sac	78/022,449	Aug 22, 2000	2562580	Apr 16, 2002	Registered
11	Protection Station	76/055,495	May 24, 2000	2560125	Apr 9, 2002	Registered
12	FLEXCIL	78/022,450	Aug 22, 2000	2554145	Mar 26, 2002	Registered
13	PASV	75/368,474	Oct 6, 1997	2257956	Jun 29, 1999	Registered
14	SOSA	73/301,681	Mar 18, 1991	1254062	Oct 11, 1983	Registered
15	MORSE	73/092,552	Jul 6, 1976	1118156	May 15, 1979	Registered
16	NAMIC	73/092,551	Jul 6, 1976	1062155	Mar 29, 1977	Registered