

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cormatrix Cardiovascular, Inc.		02/15/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust		
Street Address:	c/o MidCap Financial Services, LLC, as servicer		
Internal Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5087769	TYKE	
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<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:	704-343-2335		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	My Ngo, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2061695-0033 Cormatrix		
NAME OF SUBMITTER:	Latosha E. Allen		
SIGNATURE:	/Latosha E. Allen/		
DATE SIGNED:	02/15/2017		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 15, 2017, by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust in its capacity as administrative agent (in such capacity, “**Agent**”) and **CORMATRIX CARDIOVASCULAR, INC.**, a Georgia corporation (“**Grantor**”).

RECITALS

A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Credit Extensions**”) in the amounts and manner set forth in that certain Credit and Security Agreement, dated as June 10, 2014, by and among Agent, the financial institutions party thereto from time to time (collectively, the “**Lenders**”), Grantor and certain affiliates of Grantor (as the same may be amended, modified or supplemented from time to time, including, without limitation, by that certain (i) Waiver, First Amendment to Fee Letter and First Amendment to Credit and Security Agreement, dated as of October 23, 2014, by and among Agent, the Lenders, Grantor and certain affiliates of Grantor, (ii) Forbearance, Second Amendment to Credit and Security Agreement, dated as of September 21, 2015, by and among Agent, the Lenders, Grantor and certain affiliates of Grantor, and (iii) Consent and Third Amendment to Credit and Security Agreement, dated as of May 3, 2016 by and among Agent, the Lenders, Grantor and certain affiliates of Grantor, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor 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 Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the Credit Agreement).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of 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 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 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.

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
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:

Address of Grantor:

CorMatrix Cardiovascular, Inc.
1100 Old Ellis Road
Roswell, Georgia 30076
Attention: John C. Thomas, Jr.
Fax: (678) 566-2680
E-Mail: jthomas@cormatrix.com

CORMATRIX CARDIOVASCULAR, INC.

By:  (SEAL)
Name: Raymond M. Green
Title: CEO

Ledbetter Wanamaker Glass LLP
1201 Peachtree Street NE
400 Colony Square, Suite 1501
Atlanta, Georgia 30361
Attention: Larry Ledbetter, Esq.
Fax: (404) 835-9450
E-Mail: lledbetter@lwglaw.com

CORMATRIX CARDIOVASCULAR, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005991 FRAME: 0249

Address of Agent:

MidCap Financial Trust
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Ave, Suite 200
Bethesda, MD 20814
Attn: Portfolio Management- Life Sciences
Facsimile: 301-941-1450
Email: lviera@midcapfinancial.com

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: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Owner	Name of Patent	Application/Registration No.	Filing Date/Issue Date
CorMatrix Cardiovascular, Inc.	Prosthetic Tissue Valve	US D718,865	12.02.14/12.02.28
CorMatrix Cardiovascular, Inc.	Artificial Skeletal Material and Constructs Formed Therefrom	US 9,381,218	7.5.16
CorMatrix Cardiovascular, Inc.	Compositions and Methods for Treating Organ Dysfunction	US 9,132,172	9.15.15

EXHIBIT C

Trademarks

Owner	Name of Trademark	Application/Registration No.	Filing Date/Issue Date
CorMatrix Cardiovascular, Inc.	TYKE	US 5,087,769	11.22.16

EXHIBIT D

Mask Works

None.