

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHCARE ROYALTY PARTNERS II, L.P.		03/10/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	INVUITY, INC.		
Street Address:	444 DE HARO STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3604233	INVUITY	
CORRESPONDENCE DATA			
Fax Number:	7036106100		
<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:	703-610-6200		
Email:	monica.williams@hoganlovells.com		
Correspondent Name:	HOGAN LOVELLS US LLP		
Address Line 1:	7930 JONES BRANCH DRIVE		
Address Line 2:	PARK PLACE II, NINTH FLOOR		
Address Line 4:	MCLEAN, VIRGINIA 22102		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	03/17/2017		
Total Attachments: 19			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This Release of Security Interest in Intellectual Property, dated as of March 10, 2017 (the "**IP Release**"), is made by **HealthCare Royalty Partners II, L.P.**, as lender ("**Lender**") in favor of **Invuity, Inc.**, a Delaware corporation ("**Grantor**"), and each of the Lender and Grantor hereby agree as follows:

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of February 28, 2014 attached hereto as Exhibit A (as the same may have been amended, modified, restated, replaced or supplemented from time to time, the "**Patent Security Agreement**"), recorded with the United States Patent and Trademark Office at Reel/Frame No. 032372 / 0240 and at Reel/Frame No. 036229 / 0990, Grantor granted Lender a security interest in and to all of its right, title and interest in the Collateral (as defined therein) identified therein;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 28, 2014 attached hereto as Exhibit B (as the same may have been amended, modified, restated, replaced or supplemented from time to time, the "**Trademark Security Agreement**"), recorded with the United States Patent and Trademark Office at Reel/Frame No. 5227 / 0381, Grantor granted Lender a security interest in and to all of its right, title and interest in the Collateral (as defined therein) identified therein;

WHEREAS, Grantor has requested that Lender release its security interest in and to (a) the Collateral (as defined in the Patent Security Agreement) and (b) the Collateral (as defined in the Trademark Security Agreement) (collectively, the "**Released IP Collateral**").

NOW, THEREFORE, Lender, without recourse, representation or warranty and at Grantor's sole cost and expense, hereby releases all of its right, title and interest in and to the Released IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this IP Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

LENDER:

HEALTHCARE ROYALTY PARTNERS II, L.P.

By: HealthCare Royalty GP II, LLC, its General Partner


By: 
Name: Matthew Q. Reber
Its: Managing Director

EXHIBIT A

Patent Security Agreement

[See Attached]

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 28, 2014, by INVUITY, INC. ("Grantor"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P. ("Lender").

WITNESSETH:

WHEREAS, Grantor is a party to the Security Agreement dated as of February 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Lender for the benefit of the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patents 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 that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement pursuant to its terms, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security 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 laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVUITY, INC.

By: 

Name: Philip Sawyer

Title: Chief Executive Officer

[Signature page to Patent Security Agreement]

TRADEMARK
REEL: 006013 FRAME: 0803

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.

By: HealthCare Royalty GP II, LLC, its
General Partner

By: 

Name: Gregory B. Brown

Title: Founding Managing Director

[Signature page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
United States of America	11/654,874 8,409,088	1/17/2007 4/2/2013	RETRACTOR ILLUMINATION SYSTEM
United States of America	13/454,825	04/24/12	RETRACTOR ILLUMINATION SYSTEM
United States of America	13/681,233	11/19/12	RETRACTOR ILLUMINATION SYSTEM
United States of America	14/068,695	10/31/13	RETRACTOR ILLUMINATION SYSTEM
Patent Cooperation Treaty	US2006/013029	04/04/06	OPTICAL WAVEGUIDE SHEATH
United States of America	11/397,446 7,510,524	4/3/2006 3/31/2009	OPTICAL WAVEGUIDE SHEATH
United States of America	12/412,764 8,162,824	3/27/2009 4/24/2012	OPTICAL WAVEGUIDE SHEATH
United States of America	13/019,198	02/01/11	ILLUMINATED CANNULA
United States of America	13/429,700	03/26/12	OPTICAL WAVEGUIDE SHEATH
United States of America	11/715,247 7,901,353	3/6/2007 3/8/2011	ILLUMINATED CANNULA
United States of America	12/188,055	08/07/08	ILLUMINATED TELESCOPING CANNULA
United States of America	11/432,898	05/12/06	BODY CAVITY ILLUMINATION SYSTEM

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
United States of America	11/796,498 7,474,820	4/26/2007 1/6/2009	MICRO-OPTIC ADAPTERS AND TIPS FOR SURGICAL ILLUMINATION FIBERS
United States of America	12/349,358 8,285,093	1/6/2009 10/9/2012	MICRO-OPTIC ADAPTERS AND TIPS FOR SURGICAL ILLUMINATION FIBERS
United States of America	13/605,891 8,594,472	9/6/2012 11/26/2013	MICRO-OPTIC ADAPTERS AND TIPS FOR SURGICAL ILLUMINATION FIBERS
United States of America	14/063,910	10/25/13	MICRO-OPTIC ADAPTERS AND TIPS FOR SURGICAL ILLUMINATION FIBERS
United States of America	11/818,090 7,686,492	6/12/2007 3/30/2010	FILM ILLUMINATION SYSTEM
United States of America	12/750,581 8,132,949	3/30/2010 3/13/2012	FILM ILLUMINATION SYSTEM
United States of America	13/366,140 8,596,847	2/3/2012 12/3/2013	FILM ILLUMINATION SYSTEM
United States of America	14/068,971	10/31/13	FILM ILLUMINATION SYSTEM
United States of America	11/805,682 8,047,987	5/23/2007 11/1/2011	BLADE INSERT ILLUMINATOR
United States of America	13/222,376	08/31/11	BLADE INSERT ILLUMINATOR
United States of America	11/923,483 8,088,066	10/24/2007 1/3/2012	BLADE INSERT ILLUMINATOR
United States of America	13/300,325	11/18/11	BLADE INSERT ILLUMINATOR

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
United States of America	14/068,571	10/31/13	BLADE INSERT ILLUMINATOR
Patent Cooperation Treaty	PCT/US2012/024895	02/13/12	CYCLO OLEFIN POLYMER AND COPOLYMER MEDICAL DEVICES
United States of America	12/191,164 8,317,693	8/13/2008 11/27/2012	CYCLO OLEFIN POLYMER AND COPOLYMER MEDICAL DEVICES
United States of America	13/660,679	10/25/12	CYCLO OLEFIN POLYMER AND COPOLYMER MEDICAL DEVICES
United States of America	13/026,910	02/14/11	CYCLO OLEFIN POLYMER AND COPOLYMER MEDICAL DEVICES
Patent Cooperation Treaty	US2010/056074	11/09/10	ILLUMINATED SUCTION APPARATUS
United States of America	12/616,095 8,292,805	11/10/2009 10/23/2012	ILLUMINATED SUCTION APPARATUS
United States of America	13/619,574	09/14/12	ILLUMINATED SUCTION APPARATUS
United States of America	14/057,933	10/18/13	ILLUMINATED SUCTION APPARATUS
United States of America	13/253,785	10/05/11	METHOD AND APPARATUS FOR SOFT TISSUE RETRACTION

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
Patent Cooperation Treaty	PCT/US2013/74748	12/12/13	ILLUMINATED SUCTION APPARATUS
United States of America	13/328,773 8,568,304	12/16/2011 10/29/2013	(PCT-PPH) - ILLUMINATED SUCTION APPARATUS
United States of America	13/712,020	12/12/12	ILLUMINATED SUCTION APPARATUS
United States of America	14/039,823	09/27/13	ILLUMINATED SUCTION APPARATUS
United States of America	14/057,947	10/18/13	ILLUMINATED SUCTION APPARATUS
United States of America	13/712,029	12/12/12	ILLUMINATED SUCTION APPARATUS
Patent Cooperation Treaty	PCT/US2012/056734	09/21/12	ILLUMINATED AND MODULAR SOFT TISSUE RETRACTOR
United States of America	13/624,622	09/21/12	(PCT-PPH) - ILLUMINATED AND MODULAR SOFT TISSUE RETRACTOR
Patent Cooperation Treaty	PCT/US2013/023871	01/30/13	ILLUMINATED CLIP AND METHODS OF USE
United States of America	13/749,485	01/24/13	ILLUMINATED CLIP AND METHODS OF USE
Patent Cooperation Treaty	PCT/US2013/042293	05/22/13	ACTUATABLE RETRACTOR
United States of America	13/900,032	05/22/13	ACTUATABLE RETRACTOR

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
Patent Cooperation Treaty	PCT/US2013/061471	09/24/13	METHODS AND APPARATUS FOR CONTROLLING OPTICAL PROPERTIES OF LIGHT
United States of America	14/035,583	09/24/13	METHODS AND APPARATUS FOR CONTROLLING OPTICAL PROPERTIES OF LIGHT
Patent Cooperation Treaty	PCT/US2013/067837	10/31/13	METHODS AND APPARATUS FOR SIMULTANEOUS RETRACTION AND DISTRACTION OF BONE AND SOFT TISSUE
United States of America	14/060,848	10/23/13	METHODS AND APPARATUS FOR SIMULTANEOUS RETRACTION AND DISTRACTION OF BONE AND SOFT TISSUE
United States of America	61/817,508	04/30/13	METHODS AND APPARATUS FOR RETRACTING TISSUE
United States of America	61/828,571	05/29/13	METHODS AND APPARATUS FOR BONE TUNNELING
United States of America	61/878,395	09/16/13	THERMALLY CONTROLLED ILLUMINATION DEVICES

Country	Appl. Number / Pat Number	Filing Date / Issue Date	Title
United States of America	14/229,528 9,504,373	2014-03-28 2016-11-29	ILLUMINATED CANNULA
United States of America	14/673,577 9,241,617	2015-03-30 2016-01-26	BLADE INSERT ILLUMINATOR
United States of America	14/500,605 9,173,648	2014-09-29 2015-11-03	ILLUMINATED AND MODULAR SOFT TISSUE RETRACTOR
United States of America	14/308,252 9,044,161	2014-06-18 2015-06-02	ILLUMINATED SUCTION APPARATUS
United States of America	14/550,753 9,022,929	2014-11-21 2015-05-05	BLADE INSERT ILLUMINATOR
United States of America	14/607,501	2015-01-28	DROP IN SURGICAL ILLUMINATOR
United States of America	14/694,895	2015-04-23	METHODS FOR LOCALIZING AND TREATING A PARATHYROID ADENOMA
United States of America	14/668,545	2015-03-25	METHOD AND APPARATUS FOR SOFT TISSUE RETRACTION
United States of America	14/635,996	2015-03-02	ILLUMINATED TELESCOPING CANNULA
United States of America	14/487,645	2014-09-16	THERMALLY CONTROLLED ILLUMINATION DEVICES
United States of America	14/541,043	2014-11-13	RETRACTOR ILLUMINATION SYSTEM
United States of America	14/264,406	2014-04-29	METHODS AND APPARATUS FOR RETRACTING TISSUE
United States of America	14/175,875	2014-02-07	BODY CAVITY ILLUMINATION SYSTEM

EXHIBIT B

Trademark Security Agreement

[See Attached]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014, by INVUITY, INC. ("Grantor"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P. ("Lender").

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement dated as of February 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Lender for the benefit of the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) trademarks of such Grantor listed on Schedule I attached hereto;
- (b) the goodwill of each Grantor associated with the trademarks referred to in clause (a) above; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement pursuant to its terms, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security 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 laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

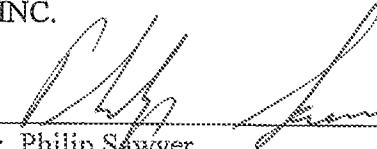
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INVUITY, INC.

By: _____


Name: Philip Sawyer

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006013 FRAME: 0814

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.

By: HealthCare Royalty GP II, LLC, its
General Partner

By: 

Name: Gregory B. Brown
Title: Founding Managing Director

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

OWNER	REGISTRATION/APPLICATION/SERIAL NUMBER	TITLE
Invuity, Inc.	3,603,538	BRITFIELD
Invuity, Inc.	3,604,233	INVUITY
Invuity, Inc.	85/333,805	EIGR
Invuity, Inc.	85/378,444	EIGR & DESIGN