

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARDIOFOCUS, INC.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
Name:	Solar Capital LTD.		
Street Address:	500 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2491207	CARDIOFOCUS	
Registration Number:	4195520	HEARTLIGHT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		

OP \$65.00 2491207

TRADEMARK

ATTORNEY DOCKET NUMBER:	F169291
NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	03/31/2017

Total Attachments: 12

source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page2.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page3.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page4.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page5.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page6.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page7.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page8.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page9.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page10.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page11.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page12.tif
source=Closing Copy - Intellectual Property Security Agreement - CardioFocus Inc - Trademark Filing#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of March 31, 2017, by and among **SILICON VALLEY BANK**, a California corporation with an office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**SVB**”), as collateral agent (in such capacity, the “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including SVB in its capacity as a Lender and **SOLAR CAPITAL LTD.**, a Maryland corporation with an office located at 500 Park Avenue, 3rd Floor, New York, New York 10022 (“**Solar**” and, together with SVB, each a “**Lender**” and collectively, the “**Lenders**”), and **CARDIOFOCUS, INC.**, a Delaware corporation with offices located at 500 Nickerson Road, Suite 500-200, Marlborough, Massachusetts 01752 (“**Grantor**”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Collateral Agent, Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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.

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 Grantor’s Obligations to Lenders under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations to Lenders under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender, 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 of 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 the use of 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lenders.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

CARDIOFOCUS, INC.

By 
Name: Mark Clark
Title: CEO

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

LENDER:

SOLAR CAPITAL LTD.

By _____
Name: _____
Title: _____

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:

CARDIOFOCUS, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By Matthew Griffiths
Name: Matthew Griffiths
Title: Vice President

LENDER:

SOLAR CAPITAL LTD.

By _____
Name: _____
Title: _____

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:

CARDIOFOCUS, INC.

By _____
Name: _____
Title: _____

COLLATERAL AGENT AND LENDER:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

LENDER:

SOLAR CAPITAL LTD.

By Anthony J. Steeno
Name: ANTHONY J. STEENO
Title: AUTHORIZED SIGNATORY

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Grant/Registration/ Application Date</u>
US	Catheter system with working portion radially expandable upon rotation	6,375,654	23-Apr-02
US	CARDIAC ABLATION INSTRUMENT	6,558,375	6-May-03
US	CARDIAC ABLATION IMAGE ANALYSIS SYSTEM AND PROCESS	8,702,688	22-Apr-14
US	CARDIAC ABLATION SYSTEM WITH PULSED AIMING LIGHT	8,696,653	15-Apr-14
JP	PHOTOABLATION SYSTEM	4261101	20-Feb-09
JP	DEFLECTABLE SHEATH CATHETERS	5065052	17-Aug-12
JP	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	4732330	28-Apr-11
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,953,457	11-Oct-05
US	INTRALUMENAL CONTACT SENSOR	6,942,657	13-Sep-05
US	METHOD FOR PROJECTION OF ENERGY	7,207,984	24-Apr-07
US	PHOTOTHERAPEUTIC WAVEGUIDE	6,572,609	3-Jun-03
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,423,055	23-Jul-02
US	INTRALUMENAL CONTACT SENSOR	6,626,900	30-Sep-03
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	7,357,796	15-Apr-08
US	SAFETY SHUT-OFF DEVICE FOR LASER SURGICAL INSTRUMENTS EMPLOYING BLACKBODY EMITTERS	6,932,809	23-Aug-05
US	BALLOON CATHETER WITH IRRIGATION	6,605,055	12-Aug-03
ITe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
GBe	PHOTOABLATION SYSTEM	1200002	12-Apr-06
GBe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
FRe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
ESe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
EP	PHOTOABLATION SYSTEM	1679045	27-Mar-13
EP	PHOTOABLATION SYSTEM	1200002	12-Apr-06
DEe	PHOTOABLATION SYSTEM	60027300.8	12-Apr-06
DEe	PHOTOABLATION SYSTEM	600 47 922.6	27-Mar-13
US	DEFLECTABLE SHEATH CATHETERS FOR RADIO-FREQUENCY ABLATION	8,267,932	18-Sep-12

US	DEFLECTABLE SHEATH CATHETERS	8,231,613	31-Jul-12
US	DEFLECTABLE SHEATH CATHETERS	7,935,108	3-May-11
US	COAXIAL CATHETER INSTRUMENTS FOR	8,025,661	27-Sep-11
US	METHODS FOR ABLATION WITH RADIANT	8,241,272	14-Aug-12
US	GUIDED CARDIAC ABLATION CATHETERS (Appeal No.: 2010-008599)	8,540,704	24-Sep-13
US	METHOD AND DEVICE FOR CARDIAC TISSUE ABLATION	8,152,795	10-Apr-12
US	CARDIAC ABLATION CATHETERS FOR FORMING OVERLAPPING LESIONS	9,033,961	19-May-15
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	9,421,066	23-Aug-16
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	8,900,219	2-Dec-14
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,444,639	21-May-13
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,366,705	5-Feb-13

Patent Applications

Country	Description	Application Number	Application Date
US	GUIDED CARDIAC ABLATION CATHETERS	15/380,637	15-Dec-16
EP	DEFLECTABLE SHEATH CATHETERS	06 735 678.2	21-Feb-06
EPw	CARDIAC ABLATION SYSTEM WITH INFLATABLE MEMBER HAVING MULTIPLE INFLATION SETTINGS	10821310.9	1-Oct-10
EPw	CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	10822613.5	6-Oct-10
HK	CARDIAC ABLATION SYSTEM WITH INFLATABLE MEMBER HAVING MULTIPLE INFLATION SETTINGS	13101262.4	29-Jan-13
HK	CARDIAC ABLATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	13101599.8	5-Feb-13
US	GUIDED CARDIAC ABLATION CATHETERS	13/952,013	26-Jul-13
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABLATION PROCEDURES	14/697,065	27-Apr-15

US	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	14/956,052	1-Dec-15
US	ABLATION SYSTEM WITH AUTOMATED WEEPING ABLATION ENERGY ELEMENT	15/399,304	5-Jan-17
WO	ABLATION SYSTEM WITH AUTOMATED WEEPING ABLATION ENERGY ELEMENT	PCT/US17/12325	5-Jan-17
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	62/443,270	6-Jan-17
WO	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	PCT/US15/63238	1-Dec-15
EP	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABALATION PROCEDURES	15785530.5	23-Apr-15
JP	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABALATION PROCEDURES	2016-564561	23-Apr-15

EXHIBIT C

Trademarks

Title	Registration Number(s)	Registration/Application Date
CARDIOFOCUS (Community Mark)	001306455	January 2, 2003
CARDIOFOCUS	2,491,207	September 18, 2001
HEARTLIGHT (Community Mark)	10280824	September 21, 2011
HEARTLIGHT	4,195,520	August 21, 2012
CARDIOFOCUS (International trademark)	1259440	December 3, 2014
CARDIOFOCUS (Japan)	1259440	December 3, 2014
HEARTLIGHT (International trademark)	1245401	December 3, 2014
HEARTLIGHT (Japan)	1245401	December 3, 2014

EXHIBIT D

Mask Works

None.