

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magforce AG		12/18/2017	Aktiengesellschaft (Ag): GERMANY
RECEIVING PARTY DATA			
Name:	European Investment Bank		
Street Address:	100 Boulevard Konrad Adenauer		
Internal Address:	OPS/ENPST/3-GC&IF		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2950		
Entity Type:	Bank: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4110830	NANOACTIVATOR	
Registration Number:	3598491	MAGFORCE	
Registration Number:	5047640	NANOTHERM	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	011058		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/09/2018		
Total Attachments: 7			
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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of December 18, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (the "**Grantor**") in favor of European Investment Bank, as the Bank (in such capacity, together with its successors and permitted assigns, the "**Bank**").

WHEREAS, the Grantor is party to a Security Agreement dated as of December 18, 2017 (the "**Security Agreement**") between the Grantor and the Bank pursuant to which the Grantor granted a security interest to the Bank in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Bank 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

The Grantor hereby grants to the Bank, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States and foreign patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States and foreign trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent and Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Security Document under the Finance Contract

The Grantor and the Bank hereby designate this Agreement as a Security Document as defined in the Finance Contract.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OR LAW PROVISIONS (OTHER THAN SECTION 5-1401 and SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

SECTION 6. Termination

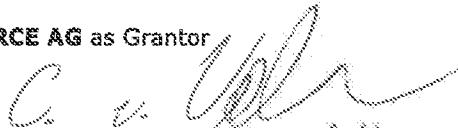
Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

18 day of December, 2017 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

MAGFORCE AG as Grantor

By: 
Name: Christian von Holtmann
Title: CEO

EUROPEAN INVESTMENT BANK, as Grantee

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
18 day of December, 2017.

MAGFORCE AG as Grantor

By: _____
Name:
Title:

EUROPEAN INVESTMENT BANK, as Grantee

By: _____
Name: *Heiko Stier*
Title: *CEO of EIB*

By: _____
Name:
Title:

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
PCT/DE2006/000653	30.10.2008	Nanoparticle/Active Ingredient Conjugates	Andreas Jordan, Norbert Waldöfner, Klaus Decken, Regina Scholz	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 14/849,053	Pending	Method for carrying therapeutic substances into cells	Andreas Jordan, Norbert Waldöfner, Regina Scholz	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
PCT/DE2009/000038	08.07.2014	Magnetic transducers	Norbert Waldöfner, Kerstin Stief	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 14/277,904	Pending	Magnetic transducers	Norbert Waldöfner, Kerstin Stief	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
PCT/EP2010/007702	13.12.2016	Temperature dependent activation of catalytic nucleic acids for controlled active substance release	Jiang Gao, Monika Fischler, Volker A. Erdmann	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
PCT/EP2012/001034	03.02.2015	Computer-aided simulation tool for providing assistance in the planning of thermotherapy	Jacek Nadobny, Peng Liu, Jens-Thorsten Ollik, Heike C. Bender	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 14/569,193	Pending	Computer-aided simulation tool for providing assistance in the planning of thermotherapy	Jacek Nadobny, Peng Liu, Jens-Thorsten Ollik, Heike C. Bender	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
PCT/EP2012/003381	09.08.2016	Agglomerating magnetic alkoxy silane-coated nanoparticles	Norbert Waldöfner, Andreas Jordan	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 15/198,708	Pending	Agglomerating magnetic alkoxy silane-coated nanoparticles	Norbert Waldöfner, Andreas Jordan	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 10/081,414	22.02.2002	Magnetic coil device used in a magnetic field applicator for heating magnetic or magnetisable	Peter Feucht	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin

US 12/934,625	06.03.2009	substances or solid state bodies in a biological tissue Alternating magnetic field application device for heating magnetic or magnetisable substances in biological tissue	Peter Feucht, Volker Brüss, Andreas Jordan	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 09/764,927	18.01.2001	Magnetic field applicator for heating magnetic or magnetizable substances or solids in biological tissue	Peter Feucht	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin
US 09/764,517	18.01.2001	Magnetic field applicator for heating magnetic or magnetizable substances or solids in biological tissue	Peter Feucht	USA	MagForce AG, Max-Planck-Str. 3, 12489 Berlin

PATENT LICENSES

Licensors	Licensees	Patent Number(s)	Date
None			

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Country	Issue Date	Mark
4,110,830	USA	13.03.2012	NanoActivator
3,598,491	USA	31.03.2009	Magforce
5,047,640	USA	27.09.2016	NANOTHERM

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
None			

TRADEMARK LICENSES

None