

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AccuVein Inc.		01/31/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings, LP		
<b>Street Address:</b>	50 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77284704	ACCUVEIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<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>			
<b>Phone:</b>	703-760-7360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard, Suite 400		
<b>Address Line 2:</b>	Morrison & Foerster LLP		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	72295-29		
<b>NAME OF SUBMITTER:</b>	Max Zidel		
<b>SIGNATURE:</b>	/Max Zidel/		
<b>DATE SIGNED:</b>	01/31/2018		
<b>Total Attachments: 6</b>			
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source=AccuVein-Perceptive - Trademark Security Agreement (Execution)#page2.tif			
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source=AccuVein-Perceptive - Trademark Security Agreement (Execution)#page6.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2018 (“**Trademark Security Agreement**”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “**Trademark Grantors**”), is in favor of Perceptive Credit Holdings, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as January 31, 2018 (the “**Security Agreement**”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;
- (b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;
- (c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and
- (d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the

Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

ACCUVEIN INC.

By: 

Name: Ron Goldman

Title: Chief Executive Officer

Address for Notices:

40 Goose Hill Road

Cold Spring Harbor, NY 11724

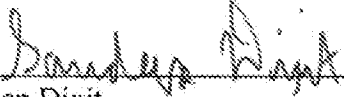
Attn: Ron Goldman

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006262 FRAME: 0972**

Accepted and Agreed:  
PERCEPTIVE CREDIT HOLDINGS, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By:   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By:   
Name: Sam Chawla  
Title: Portfolio Manager

Perceptive Credit Holdings, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006262 FRAME: 0973**

**TRADEMARKS**

Trademark Registrations and Applications

See attached.

**TRADEMARKS**

<b>TITLE:</b>	<b>COUNTRY:</b>	<b>SERIAL NO.:</b>	<b>FILED:</b>	<b>REGIS. NO.:</b>	<b>REGIS. DATE:</b>	<b>EXPIRE DATE:</b>
AccuVein	U.S.	77/284,704		3,565,545	01/20/09	01/20/19

[Schedule to Trademark Security Agreement]