

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTIFICATION OF DISPOSITION OF COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GAMMA MEDICA, INC.		06/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., AS AGENT		
Street Address:	400 HAMILTON AVE.		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4180213	GAMMA MEDICA	
Registration Number:	4180214	GAMMAMEDICA	
Registration Number:	4119402	LUMAGEM	
Registration Number:	4143674	LUMAGEM	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	6036281461		
Email:	scott.rand@mclane.com		
Correspondent Name:	Scott C. Rand, Esquire		
Address Line 1:	900 Elm Street, Suite 326		
Address Line 2:	MCLANE MIDDLETON, PROFESSIONAL ASSOCIATI		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
NAME OF SUBMITTER:	Scott C. Rand		
SIGNATURE:	/Scott C. Rand/		
DATE SIGNED:	03/12/2018		
Total Attachments: 5			
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**NOTIFICATION OF DISPOSITION OF COLLATERAL
(PUBLIC AUCTION)**

(Per California Uniform Commercial Code Section 9-610 et.al.)

TO: All Parties on the Service List attached hereto as **Exhibit A**

FROM: Hercules Capital, Inc., as Agent
400 Hamilton Avenue, Suite 101
Palo Alto, California 94301

NAMES OF DEBTOR: Gamma Medica, Inc., a Delaware corporation (“Debtor”)

NOTICE IS HEREBY GIVEN that with respect to that certain Loan and Security Agreement (as amended, restated, renewed, modified or extended) dated as of September 26, 2014 (the “Loan Agreement”) by and among Debtor and Hercules Capital, Inc., formerly known as Hercules Technology Growth Capital Inc., a Maryland corporation (“Hercules”), in its capacity as administrative agent (the “Agent”) for itself and certain other lenders (collectively, the “Lenders”), Debtor is in default thereof.

As of June 16, 2017, the aggregate principal and interest due under the Loan Agreement (but exclusive of legal fees, costs and expenses) is \$1,836,866.38 (the “Current Debt”).

Pursuant to the Loan Agreement, Debtor granted to the Lenders a security interest in the collateral identified on **Exhibit B** attached hereto (the “Collateral”) which security interest has been perfected through the filing of one or more UCC financing statements. On behalf of the Lenders, the Agent will sell or otherwise dispose of some or all of the Collateral to the highest Pre-Qualified Bidder (defined below) in a public auction to be conducted via telephone conference call (the “Auction”) on **Friday, June 30, 2017, at 2 P.M. Eastern.**

To be deemed a “Pre-Qualified Bidder”, interested parties are required to deliver to Agent’s counsel, not less than 72 hours prior to the commencement of the Auction:

- (1) a letter of representation from a U.S. attorney;
- (2) a standby letter of credit for not less than \$250,000 OR a wire transfer of \$250,000 in immediately available funds to the Cole Schotz P.C. Attorney Trust Account (with wire instructions to be provided upon request);
- (3) adequate assurance of the ability to close on the purchase of Collateral, including (i) information about the bidder’s financial condition such as federal tax returns for not less than two (2) years, a current financial statement, and/or bank account statements, (ii) information demonstrating (in the Agent’s reasonable business judgment) that the bidder has the financial capacity to purchase some or all of the Collateral at the Auction, and (iii) evidence that the bidder has obtained authorization or approval from its board of directors (or comparable governing body) with respect to its participation in the Auction and purchase of Collateral;

(4) full disclosure of the identity of the bidder (including without limitation all affiliates, equity sources or other parties that will be associated with such bid or will otherwise participate in connection with such bid, and the complete terms of any such participation); and

(5) an executed non-disclosure agreement, in a form available from Agent's Counsel, from the bidder to the Agent.

Deposits and letters of credit not applied or used in connection with a purchase of Collateral shall be timely returned by Agent's Counsel to the appropriate Pre-Qualified Bidder.

Each Pre-Qualified Bidder will be given access to a confidential "data room" containing due diligence information pertaining to the Collateral. The "data room" will also contain a draft of the Secured Party Bill of Sale and other documents of transfer to be delivered to the successful bidder(s) following the Auction.

The Agent will limit access to due diligence to those parties which it believes, in the exercise of its commercially reasonable judgment, are pursuing a transaction in good faith.

The Agent may sell or otherwise dispose of the Collateral, as a unit or in parcels, and upon such other commercially reasonable terms and conditions as the Agent determines in its sole and independent judgment. At the Auction, the Agent or its designee will solicit bids for the Collateral. The Agent, through itself or its nominees, shall have the right to credit bid for all or part of the Collateral at the Auction.

The sale or other disposition of the Collateral will be without prejudice to the rights and remedies which the Agent (acting for Lenders) now has or may hereafter acquire against the Debtor, all of which are hereby expressly reserved. This notice is without prejudice to the Agent's right (acting on behalf of Lenders) to proceed against any Collateral including, without limitation, any unsold Collateral by other methods including (but not limited to) the direct collection of accounts to satisfy the indebtedness owing to the Agent.

The Debtor is entitled to an accounting of the Current Debt by calling Mr. Charlie Vandis at the Agent's office at (617) 314-9986.

The Collateral will be sold "as-is, where-is, with all faults," without any representations or warranties of any kind, express or implied, including without limitation warranties as to title, possession, quiet enjoyment or the like. This Notice is made pursuant to the applicable provisions of the California Uniform Commercial Code, including without limitation, Sections §9-610 through §9-613. The Agent hereby reserves the right to cancel, postpone or re-notice the time, date and/or method of the Auction at any time. The Agent reserves the right to conduct the bidding with minimum increments and using other criteria to be determined in its sole discretion. All inquiries with respect to the Auction should be directed to Agent's Counsel indicated below.

ALL OF THE LENDERS' AND AGENT'S RIGHTS ARE EXPRESSLY RESERVED.

Hercules Capital, Inc., as Agent

Date: June 20, 2017

By: Zhuo Huang
Zhuo Huang, Esq.
Associate General Counsel

Agent's Counsel:

Stuart Komrower, Esq. (skomrower@coleschotz.com)
Cole Schotz P.C.
Court Plaza North, 25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
Phone: (201) 525-6331
Fax: (201) 678-6331

Exhibit A

Service List

<u>Name and Address</u>	<u>Method of Service</u>	<u>Identity</u>
Gamma Medica, Inc. 12 Manor Parkway, Unit 3 Salem, New Hampshire 03079 Attn: President Fax: (603) 870-8045 Phone: (603) 952-4441	Federal Express and facsimile	Debtor
McLane Middleton, P.A. 900 Elm Street Manchester, New Hampshire 03105-0326 Attn: Daniel J. Norris, Esq. and Michael Tule, Esq. Fax: (603) 625-5650 Phone: (603) 625-6464	Federal Express and facsimile	Counsel to Debtor
Psilos Group Partners IIIA Subsidiary, LP 165 Broadway, Suite 2301 New York, NY 10006 Attn: David Eichler (Eichlerd@psilos.com) Phone: (212) 242-8844 x236	Federal Express and email	Subordinate Secured Party
Psilos Group Partners III Subsidiary, LP 165 Broadway, Suite 2301 New York, NY 10006 Attn: David Eichler (Eichlerd@psilos.com) Phone: (212) 242-8844 x236	Federal Express and email	Subordinate Secured Party
McGuire Woods LLP 77 West Wacker Drive, Suite 4100 Chicago, IL 60601-1818 Attn: Brian I. Swett, Esq. (BSwett@mcguirewoods.com) Phone: (312) 849-8194	Federal Express and email	Counsel to Subordinate Secured Party

Exhibit B

Collateral

[The following Collateral description is taken from Section 3.1 of the Loan and Security Agreement dated as of September 26, 2014]:

(a) Receivables; (b) Equipment; (c) Fixtures; (d) General Intangibles (including without limitation Intellectual Property); (e) Inventory; (f) Investment Property (but excluding thirty-five percent (35%) of the capital stock of any foreign Subsidiary that constitutes a Permitted Investment); (g) Deposit Accounts; (h) Cash; (i) Goods; and all other tangible and intangible personal property of Borrower whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Borrower and wherever located, and any of Borrower's property in the possession or under the control of Agent; and, to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Notwithstanding the broad grant of the security interest set forth in Section 3.1 [above], the Collateral shall not include more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter.