

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERCULES CAPITAL, INC., AS AGENT		06/30/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	HERCGAMMA, INC.		
Street Address:	400 HAMILTON AVE.		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: DELAWARE		
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:	03/14/2018		
Total Attachments: 9			
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SECURED PARTY BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that Hercules Capital, Inc. (f/k/a Hercules Technology Growth Capital, Inc.), a Maryland corporation (“Agent”), as agent for itself and certain other lenders (collectively, “Secured Parties”), for and in consideration of the payment (or credit bid) of the sum of One Hundred Thousand (\$100,000) Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign and convey unto the buyer identified on the signature page attached hereto (“Buyer”), pursuant to Sections 9-610, 9-611 and other applicable sections of the Uniform Commercial Code as presently enacted in the State of California, all right, title and interest which Secured Parties possess or may have, by virtue of Secured Parties being secured creditors of Gamma Medica, Inc., a Delaware corporation (“Debtor”), and by virtue of a non-consensual foreclosure by Secured Parties pursuant to Article 9 of the California Uniform Commercial Code as noticed to Debtor pursuant to that certain Notice of Disposition of Collateral dated June 20, 2017, in and to all of the assets of Debtor, wherever located, including without limitation those assets identified on Exhibit 1 attached hereto (the “Collateral”).

The Collateral is hereby transferred from Secured Parties to the Buyer on an “AS IS, WHERE IS” BASIS, WITH “ALL FAULTS”, AND WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY KIND from Agent, including, but not limited to, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE. Furthermore, the Collateral is hereby transferred from Agent to the Buyer subject to all conditions, restrictions and agreements affecting the same, if any. Without limiting the generality of the foregoing, the Secured Parties make no representation or warranty, express or implied, as to: the validity or utility of the Collateral; the

status of any issued patents or registered trademarks or any other intellectual property or intangible assets; whether the intellectual property or any use thereof infringes on the rights of others; or whether any license agreements and other contracts are enforceable, valuable or assignable. Further, there is no warranty as to the existence, location or condition of any of the assets constituting Collateral.

TO HAVE AND TO HOLD the same unto the Buyer and its successors and assigns forever.

This Secured Party Bill of Sale and Assignment (“Bill of Sale”) confirms a sale made by Agent to the Buyer pursuant to the California Uniform Commercial Code with respect to the Collateral. Agent neither covenants nor agrees to defend title to the Collateral hereby transferred, and Agent transfers to the Buyer only such title and rights as Agent (on behalf of Secured Parties) may have or convey as a secured creditor pursuant to the California Uniform Commercial Code.

Buyer shall be responsible for paying all sales tax and other taxes, if applicable, and if any, associated with the transfer of the Collateral by Agent to the Buyer in connection with the sale.

This Bill of Sale may be executed in counterparts and by ‘pdf’ or facsimile. This Bill of Sale shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Party Bill of Sale and Assignment by their duly authorized officers on the date set forth below.

Dated: As of June 30, 2017

Hercules Capital, Inc. (f/k/a Hercules Technology Growth Capital, Inc.), as Agent

By: Zhuo Huang
Name: Zhuo Huang
Title: Associate General Counsel

ACCEPTED BY:

BUYER:

HereGamma, Inc., a Delaware corporation

By: Zhuo Huang
Name: Zhuo Huang
Title: Vice President

Exhibit 1

COLLATERAL

Capitalized terms not defined herein shall have the meanings ascribed to them, first, in 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 Agent, in its capacity as administrative agent for itself and certain other lenders; and next, as defined in Article 9 of the Uniform Commercial Code in effect for the State of California:

"Collateral" means:

(1) The following assets: (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 Debtor whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located, and any of Debtor'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. For the avoidance of doubt, Intellectual Property shall include, without limitation, the Patents set forth on Schedule A attached hereto and the Trademarks set forth on Schedule B attached hereto, and all licenses held by Debtor, subject to their terms (the "Licenses"). To the extent such Licenses are not assignable as a matter of law or contract without the consent of the other party thereto and such consent has not been obtained, such Licenses shall not be deemed to be included herein, provided, however, that such Licenses shall automatically be deemed included herein at the option of Buyer at such time as the prohibition on assignment is lifted, terminated or otherwise no longer in effect as a matter of law, or the consent of the necessary party is obtained.

Notwithstanding the broad grant of the security interest set forth 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 Debtor of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter; and

(2) That certain agreement between Debtor and Florida Hospital Tampa (the "Hospital") dated April 3, 2017 for a LumaGEM Dual-Head Breast Imaging System (refurbished unit) with a sale price of \$299,000.00 (the "Florida Contract") for which the Hospital remains indebted to Debtor in the sum of \$200,000.

For the sake of clarity, **THE FOLLOWING SHALL NOT BE INCLUDED AS PART OF THE COLLATERAL:**

(a) any equipment or goods which are or may be radioactive.

Schedule A

Patents

Title	Country	Application Number	Filing Date	Patent Number	Date Issued
US PATENTS					
READOUT CIRCUIT AND METHOD FOR SPARSE READOUT OF ACTIVE AND NEIGHBORING PIXELS IN A MULTI-PIXEL SENSOR ARRAY	US	10/506,495	09/03/2004	7,078,669	07/18/2006
INTRAVASCULAR IMAGING DETECTOR	US	09/754,103	01/03/2001	7,328,058	02/05/2008
INTRAVASCULAR IMAGING DETECTOR	US	11/399,795	04/07/2006	7,787,933	08/31/2010
METHOD AND SYSTEM FOR READING A DATA SIGNAL EMITTED BY AN ACTIVE PIXEL IN A SENSOR	US	09/084,939	5/28/1998	6,153,882	11/28/2000
METHOD AND SYSTEMS OF COMBINING MAGNETIC RESONANCE AND NUCLEAR IMAGING	US	12/592,364	11/23/2009	8,071,950	12/06/2011
VIDEO-RATE HOLOGRAPHIC SURVEILLANCE SYSTEM	US	11/795,980	07/25/2007	7,737,876	06/15/2010
READOUT CIRCUIT FOR A CHARGE	US	09/827,439	04/05/2001	6,590,215	07/08/2003

DETECTOR					
DISCRIMINATOR CIRCUIT FOR A CHARGE DETECTOR	US	09/789,316	02/20/2001	6,509,565	01/21/2003
METHODS AND SYSTEMS OF COMBINING MAGNETIC RESONANCE AND NUCLEAR IMAGING	US	13/317,219	10/11/2011	8,368,029	02/05/2013
INTRAVASCULAR IMAGING DETECTOR	US	11/400,146	04/07/2006	7,813,786	10/12/2010
INTRAVASCULAR IMAGING DETECTOR	US	11/400,138	04/07/2006	7,359,747	04/15/2008
METHODS AND SYSTEMS OF COMBINING MAGNETIC RESONANCE AND NUCLEAR IMAGING	US	11/985,269	11/13/2007	7,629,586	12/08/2009
RADIATION IMAGING DETECTOR	US	08/743,320	11/05/1996	5,773,829	06/30/1998
GAMMA-RAY DETECTOR EMPLOYING SCINTILLATORS COUPLED TO SEMICONDUCTOR DRIFT PHOTODETECTORS	US	09/437,903	11/09/1999	6,521,894	02/18/2003
RADIATION IMAGING DETECTOR AND METHOD OF	US	09/436,622	11/09/1999	6,534,773	03/18/2003

FABRICATION					
INTEGRAL GAMMA-RAY CAMERA AND COMPRESSION MEMBER	US	09/326,204	06/04/1999	6,377,838	04/23/2002
SEMICONDUCTOR RADIATION DETECTOR WITH INTERNAL GAIN	US	09/835,829	04/16/2001	6,541,836	04/01/2003
JUNCTION-SIDE ILLUMINATED SILICON DETECTOR ARRAYS	US	09/835,937	04/16/2001	6,713,768	03/30/2004
METHOD AND APPARATUS FOR IMAGING AND LOCALIZING RADIATION	US	09/585,585	06/02/2000	6,771,802	08/03/2004

<u>FOREIGN PATENTS</u>					
INTEGRAL GAMMA-RAY CAMERA AND COMPRESSION MEMBER	Canada	2375190	12/04/2001	2375190	06/01/2010
READOUT CIRCUIT AND METHOD OF SPARSE READOUT OF ACTIVE AND NEIGHBORING PIXELS IN A MULTI-PIXEL SENSOR ARRAY	Israel	148555	03/07/2002	148555	10/05/2007
MULTI CHANNEL READING CIRCUIT FOR PARTICLE	Israel	121238	07/04/1997	121238	10/27/2002

DETECTOR					
METHOD AND SYSTEM FOR READING DATA SIGNAL EMITTED BY AN ACTIVE PIXEL IN A SENSOR	Norway	P982908	06/22/1998	322260	09/04/2006

Patents Pending		
Title	Country	Status
Calibration Rig and Calibration Method for Dual-Head Gamma Camera	USA	Pending

**Schedule B
Trademarks**

Registered Trademarks:

Description	Country	Registration Number	Registration Date
GAMMA MEDICA-IDEAS		3,369,476	1/15/2008
GAMMA MEDICA	US	4,180,213	7/24/2012
GAMMA MEDICA and design	US	4,180,214	7/24/2012
LUMAGEM	US	4,119,402	3/27/2012
LUMAGEM and design	US	4,143,674	5/15/2012

Pending Trademarks:

Description	Country	Application Number	Application Date
LUMAGUIDE	US	85-935,685	5/7/2013
LUMAVIEW	US	85-935,715	5/17/2013
Innovation for Life			
Excellence Through Innovation			
yMI Gamma Medica			
GammaCam/OR			
LumaGEM SpotLight			

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