

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481653

<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>
ACCURAY INCORPORATED		05/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5312248	PRECISEART	
<b>Registration Number:</b>	5312249	PRECISERTX	
<b>Registration Number:</b>	5365442	IDMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7777		
<b>Email:</b>	acurley@vedderprice.com		
<b>Correspondent Name:</b>	Angelique Curley		
<b>Address Line 1:</b>	222 N. LaSalle Street		
<b>Address Line 2:</b>	Vedder Price		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	41012.00.0194		
<b>NAME OF SUBMITTER:</b>	Angelique Curley		
<b>SIGNATURE:</b>	/Angelique Curley/		
<b>DATE SIGNED:</b>	07/12/2018		
<b>Total Attachments: 5</b>			
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**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of this 1st day of May, 2018 by **ACCURAY INCORPORATED**, a Delaware corporation ("**Grantor**"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, "**Grantee**");

**WITNESSETH:**

**WHEREAS**, Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated as of December 15, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of December 15, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter acquired New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each New Trademark, and all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any New Trademark, or (b) injury to the goodwill associated with any New Trademark, and agrees that all such New

Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (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 CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY A DIFFERENT LAW.

*[Signatures Pages to Follow]*

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ACCURAY INCORPORATED,  
a Delaware corporation

By:   
\_\_\_\_\_

Kevin Waters  
Chief Financial Officer

SIGNATURE PAGE TO SUPPLEMENT TO  
TRADEMARK SECURITY AGREEMENT

CHICAGO/#3147477

**TRADEMARK**  
**REEL: 006378 FRAME: 0468**

Agreed and Accepted  
as of the Date First Written Above

**GRANTEE:**

**MIDCAP FINANCIAL TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management, GP, LLC  
Its: General Partner

By:   
Maurice Amsellem  
Authorized Signatory

SIGNATURE PAGE TO SUPPLEMENT TO  
TRADEMARK SECURITY AGREEMENT

CHICAGO#3147477

**TRADEMARK**  
**REEL: 006378 FRAME: 0469**

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED MAY 1, 2018**

**United States Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registrant</b>	<b>Registration Date</b>
PRECISEART	5312248	Accuray Incorporated	October 17, 2017
PRECISERTX	5312249	Accuray Incorporated	October 17, 2017
IDMS	5365442	Accuray Incorporated	December 26, 2017