

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Domain Surgical, Inc.		07/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solar Capital Ltd., as Agent		
<b>Street Address:</b>	500 Park Avenue, 3rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5046048	FMSEALER	
<b>Registration Number:</b>	4923513	FMX	
<b>Registration Number:</b>	4237138	EMPOWERING SURGEONS WITH NEW ENERGY	
<b>Registration Number:</b>	4151070	FMWAND	
<b>Registration Number:</b>	4154507	DOMAIN SURGICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054439-0044		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	07/30/2018		
<b>Total Attachments: 13</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of July 30, 2018, is made by OMNIGUIDE HOLDINGS, INC., a Delaware corporation, DOMAIN SURGICAL, INC., a Delaware corporation, OMNIGUIDE, INC., a Delaware corporation, and each Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of Solar Capital Ltd. ("Agent") in its capacity as collateral agent for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Collateral does not include: (a) rights held under a license, contract or permit that are not assignable by their terms without the consent of the applicable counterparty thereof (but only to the extent such restriction on assignment is effective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); or (b) intent-to-use trademarks.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

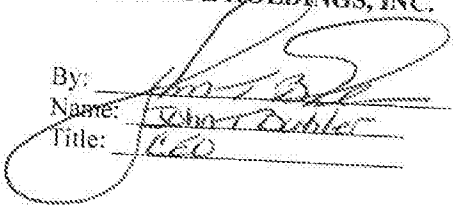
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

*[Signature page follows.]*

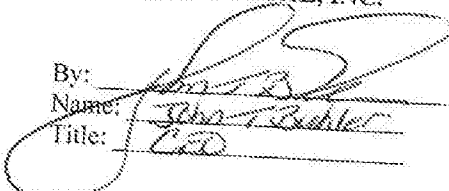
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

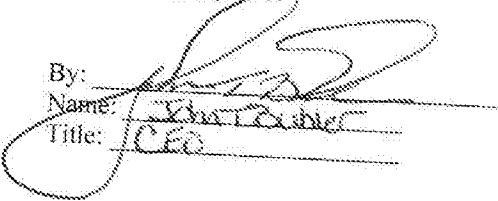
OMNIGUIDE HOLDINGS, INC.

By:   
Name: John T. Dubler  
Title: CEO

DOMAIN SURGICAL, INC.

By:   
Name: John T. Dubler  
Title: CEO

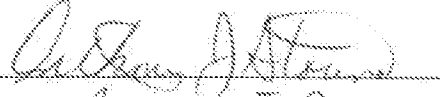
OMNIGUIDE, INC.

By:   
Name: John T. Dubler  
Title: CEO

{Signature Page to Intellectual Property Security Agreement}

AGENT:

SOLAR CAPITAL LTD.

  
By: Anthony J. Stocco  
Title: Principal Attorney

**EXHIBIT A**

**Copyrights**

*None.*



**EXHIBIT B**  
**Patents**

<b>Country</b>	<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States of America	OmniGuide Holdings, Inc. license.	DIELECTRIC WAVEGUIDE WITH TRANSVERSE INDEX VARIATION THAT SUPPORT A ZERO GROUP VELOCITY MODE AT A NON-ZERO LONGITUDINAL WAVEVECTOR	10/008963	10/25/2001	6909729	06/21/2005
United States of America	OmniGuide, Inc.	ELECTROMAGNETIC MODE CONVERSION IN PHOTONIC CRYSTAL MULTIMODE WAVEGUIDES	10066234	01/31/2002	6563981	05/13/2003
United States of America	OmniGuide, Inc.	LOW-LOSS PHOTONIC CRYSTAL WAVEGUIDE HAVING LARGE CORE RADIUS	10057258	01/25/2002	6625364	09/23/2003
United States of America	OmniGuide, Inc.	ELECTROMAGNETIC MODE CONVERSION IN PHOTONIC CRYSTAL MULTIMODE WAVEGUIDES	10393897	03/21/2003	6728439	04/27/2004
United States of America	OmniGuide, Inc.	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS	10121961	04/12/2002	6788864	09/07/2004
United States of America	OmniGuide, Inc.	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS	10121452	04/12/2002	6801698	10/05/2004
United States of America	OmniGuide, Inc.	OPTICAL WAVEGUIDE MONITORING	10090903	03/05/2002	6816243	11/09/2004
United States of America	OmniGuide, Inc.	OPTICAL WAVEGUIDE MONITORING	10068998	02/07/2002	6879386	04/12/2005
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL OPTICAL WAVEGUIDES HAVING TAILORED DISPERSION PROFILES	10057440	01/25/2002	6895154	05/17/2005
United States of America	OmniGuide, Inc.	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS	10121930	04/12/2002	6898359	05/24/2005
United States of America	OmniGuide, Inc.	LOW-LOSS PHOTONIC CRYSTAL WAVEGUIDE HAVING LARGE CORE RADIUS	10620479	07/16/2003	7072553	07/04/2006

Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
United States of America	OmniGuide, Inc.	HIGH INDEX-CONTRAST FIBER WAVEGUIDES AND APPLICATIONS	10123072	04/12/2002	7142756	11/28/2006
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS	11101915	04/08/2005	7167622	01/23/2007
United States of America	OmniGuide, Inc.	FIBER WAVEGUIDE FORMED FROM CHALCOGENIDE GLASS AND POLYMER	11152393	06/14/2005	7190875	03/13/2007
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL WAVEGUIDES AND SYSTEMS USING SUCH WAVEGUIDES	10978605	11/01/2004	7231122	06/12/2007
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL WAVEGUIDES AND SYSTEMS USING SUCH WAVEGUIDES	10978330	11/01/2004	7310466	12/18/2007
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS	11102299	04/08/2005	7331954	02/19/2008
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS	11102258	04/08/2005	7349589	03/25/2008
United States of America	OmniGuide, Inc.	DIELECTRIC WAVEGUIDE AND METHOD OF MAKING THE SAME	11760498	06/08/2007	7854149	12/21/2010
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS	12244586	10/02/2008	7991258	08/02/2011
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS HAVING A PREFERRED BENDING PLANE AND SYSTEMS THAT USE SUCH FIBERS	11366345	03/02/2006	8280212	10/02/2012
United States of America	OmniGuide, Inc.	PHOTONIC CRYSTAL FIBERS AND MEDICAL SYSTEMS INCLUDING PHOTONIC CRYSTAL FIBERS	13165262	06/21/2011	8320725	11/27/2012
United States of America	OmniGuide, Inc.	TWO-PART SURGICAL WAVEGUIDE	13515787	11/28/2012	9063299	06/23/2015
United States of America	OmniGuide, Inc.	MEDICAL SYSTEM INCLUDING A FLEXIBLE WAVEGUIDE MECHANICALLY COUPLED TO AN ACTUATOR	13755618	01/31/2013	8761561	06/24/2014

Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
United States of America	OmniGuide, Inc.	MULTI-FUNCTION HANDPIECES FOR ENERGY-BASED SURGERY	15596824	05/16/2017	-	-
United States of America	OmniGuide, Inc.	Rigid Elastic Bent Tool for Laparoscopic Surgery	14210793	03/14/2014	-	-
United States of America	OmniGuide, Inc.	LAPAROSCOPIC HANDPIECE FOR WAVEGUIDES	15512226	09/17/2015	-	-
United States of America	OmniGuide, Inc.	Waveguide Locks and Counterbalances for Waveguide Conduits	14210748	03/14/2014	-	-
United States of America	OmniGuide, Inc.	DEVICES AND METHODS FOR LASER SURGERY	14029283	09/17/2013	-	-
United States of America	Domain Surgical, Inc.	SYSTEM AND METHOD OF CONTROLLING POWER DELIVERY TO A SURGICAL INSTRUMENT	13706481	12/06/2012	8617151	12/31/2013
United States of America	Domain Surgical, Inc.	MULTI-MODE SURGICAL TOOL	13840917	03/15/2013	9265555	02/23/2016
United States of America	Domain Surgical, Inc.	METHOD OF TREATMENT WITH ADJUSTABLE FERROMAGNETIC COATED CONDUCTOR THERMAL SURGICAL TOOL	12647363	12/24/2009	8292879	10/23/2012
United States of America	Domain Surgical, Inc.	INDUCTIVELY HEATED MULTI-MODE SURGICAL TOOL	12647329	12/24/2009	8372066	02/12/2013
United States of America	Domain Surgical, Inc.	SURGICAL TOOL WITH INDUCTIVELY HEATED REGIONS	12647344	12/24/2009	8377052	02/19/2013
United States of America	Domain Surgical, Inc.	METHOD OF TREATMENT WITH MULTI-MODE SURGICAL TOOL	12647380	12/24/2009	8414569	04/09/2013
United States of America	Domain Surgical, Inc.	ADJUSTABLE FERROMAGNETIC COATED CONDUCTOR THERMAL SURGICAL TOOL	12647340	12/24/2009	8419724	04/16/2013
United States of America	Domain Surgical, Inc.	ADJUSTABLE FERROMAGNETIC COATED CONDUCTOR THERMAL SURGICAL TOOL	13559386	07/26/2012	8425503	04/23/2013
United States of America	Domain Surgical, Inc.	Inductively heated snare	12647355	12/24/2009	8430870	04/30/2013
United States of America	Domain Surgical, Inc.	Inductively Heated Multi-Mode Bipolar Surgical Tool	12647374	12/24/2009	8491578	07/23/2013
United States of America	Domain Surgical, Inc.	Catheter with inductively heated regions	12647358	12/24/2009	8506561	08/13/2013
United States of America	Domain Surgical, Inc.	METHOD FOR HEATING A SURGICAL IMPLEMENT	12647302	12/24/2009	8523850	09/03/2013
United States of America	Domain Surgical, Inc.	INDUCTIVELY HEATED MULTI-MODE ULTRASONIC SURGICAL TOOL	12647376	12/24/2009	8523851	09/03/2013

Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
United States of America	Domain Surgical, Inc.	THERMALLY ADJUSTABLE SURGICAL TOOL SYSTEM	12647371	12/24/2009	8523852	09/03/2013
United States of America	Domain Surgical, Inc.	SURGICAL INSTRUMENT GUIDE	13471972	05/15/2012	8858544	10/14/2014
United States of America	Domain Surgical, Inc.	IMPEDANCE MATCHING CIRCUIT	13441860	04/07/2012	8915909	12/23/2014
United States of America	Domain Surgical, Inc.	SYSTEM AND METHOD FOR COOLING OF A HEATED SURGICAL INSTRUMENT AND/OR SURGICAL SITE AND TREATING TISSUE	13441823	04/06/2012	8932279	01/13/2015
United States of America	Domain Surgical, Inc.	HEATED BALLOON CATHETER	13224254	09/01/2011	9078655	07/14/2015
United States of America	Domain Surgical, Inc.	Thermal Resecting Loop	13545922	07/10/2012	9107666	08/18/2015
United States of America	Domain Surgical, Inc.	Layered Ferromagnetic Coated Conductor Thermal Surgical Tool	13441614	04/06/2012	9131977	09/15/2015
United States of America	Domain Surgical, Inc.	SYSTEM AND METHOD FOR COOLING OF A HEATED SURGICAL INSTRUMENT AND/OR SURGICAL SITE AND TREATING TISSUE	14555303	11/26/2014	9149321	10/06/2015
United States of America	Domain Surgical, Inc.	THERMAL SURGICAL TOOL	13841895	03/15/2013	9220557	12/29/2015
United States of America	Domain Surgical, Inc.	INDUCTIVELY HEATED MULTI-MODE SURGICAL TOOL	13764636	02/11/2013	9265553	02/23/2016
United States of America	Domain Surgical, Inc.	THERMALLY ADJUSTABLE SURGICAL SYSTEM AND METHOD	13830037	03/14/2013	9265554	02/23/2016
United States of America	Domain Surgical, Inc.	THERMALLY ADJUSTABLE SURGICAL TOOL, BALLOON CATHETERS AND SCULPTING OF BIOLOGIC MATERIALS	13324239	09/01/2011	9265556	02/23/2016
United States of America	Domain Surgical, Inc.	METHOD FOR TREATING TISSUE WITH A FERROMAGNETIC THERMAL SURGICAL TOOL	13769069	02/15/2013	9320560	04/26/2016
United States of America	Domain Surgical, Inc.	SEALING AND/OR CUTTING INSTRUMENT	13614226	09/13/2012	9526558	12/27/2016
United States of America	Domain Surgical, Inc.	SYSTEM AND METHOD OF CONTROLLING POWER DELIVERY TO A SURGICAL INSTRUMENT	14081936	11/15/2013	9549774	01/24/2017
United States of America	Domain Surgical, Inc.	Surgical scalpel with inductively heated regions	12647350	12/24/2009	9730749	08/15/2017

Country	Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
United States of America	Domain Surgical, Inc.	SURGICAL RETAINING CLAMP	29401232	09/08/2011	D659827	05/15/2012
United States of America	Domain Surgical, Inc.	LAYERED FERROMAGNETIC COATED CONDUCTOR THERMAL SURGICAL TOOL	14804343	07/21/2015	-	-
United States of America	Domain Surgical, Inc.	SEALING AND/OR CUTTING INSTRUMENT	15344592	11/07/2016	-	-
United States of America	Domain Surgical, Inc.	SYSTEM AND METHOD OF CONTROLLING POWER DELIVERY TO A SURGICAL INSTRUMENT	15383535	12/19/2016	-	-
United States of America	Domain Surgical, Inc.	THERMALLY ADJUSTABLE SURGICAL SYSTEM AND METHOD	15050437	02/22/2016	-	-
United States of America	Domain Surgical, Inc.	MULTI-MODE SURGICAL TOOL	15050453	02/22/2016	-	-
United States of America	Domain Surgical, Inc.	THERMAL SURGICAL TOOL	14980731	12/28/2015	-	-
United States of America	Domain Surgical, Inc.	THERMAL RESECTING LOOP	14797086	07/11/2015	-	-
United States of America	Domain Surgical, Inc.	PLANAR FERROMAGNETIC COATED SURGICAL TIP AND METHOD FOR MAKING	14711662	05/13/2015	-	-

**EXHIBIT C**  
**Trademarks**

Country	Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
United States of America	OmniGuide, Inc.	VELOCITY HIGH PERFORMANCE FIBER	87034502	05/12/2016	5498386	06/19/2018
United States of America	OmniGuide, Inc.	VELOCITY	87034492	05/12/2016	5498385	06/19/2018
United States of America	OmniGuide, Inc.	ELEVATE	86007881	07/11/2013	4561403	07/01/2014
United States of America	OmniGuide, Inc.	FLEXGUIDE	85806849	12/19/2012	4473768	01/28/2014
United States of America	OmniGuide, Inc.	OMNIGUIDE SURGICAL	85802766	12/14/2012	4511904	04/08/2014
United States of America	OmniGuide, Inc.	INTELLIGUIDE	85392379	08/08/2011	4448202	12/10/2013
United States of America	OmniGuide, Inc.	OMNIGUIDE	78636243	05/24/2005	3134406	08/22/2006
United States of America	OmniGuide, Inc.	OMNIGUIDE	78636235	05/24/2005	3134405	08/22/2006
United States of America	OmniGuide, Inc.	BEAMPATH	77367855	01/09/2008	3574922	02/17/2009
United States of America	Domain Surgical, Inc.	FMSEALER	86323350	06/27/2014	5046048	09/20/2016
United States of America	Domain Surgical, Inc.	FMX	86323342	06/27/2014	4923513	03/22/2016
United States of America	Domain Surgical, Inc.	EMPOWERING SURGEONS WITH NEW ENERGY	85582993	03/29/2012	4237138	11/06/2012
United States of America	Domain Surgical, Inc.	FMW/AND	85213161	01/07/2011	4151070	05/29/2012
United States of America	Domain Surgical, Inc.	DOMAIN SURGICAL	77886514	12/04/2009	4154507	06/05/2012
United States of America	Domain Surgical, Inc.	HOTWIRE	-	-	-	-
United States of America	Domain Surgical, Inc.	SMARTWIRE	-	-	-	-

**EXHIBIT D**  
**Mask Works**

None.