

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITAL ROYALTY PARTNERS II L.P.		01/14/2016	Limited Partnership: DELAWARE
CAPITAL ROYALTY PARTNERS II -PARALLEL FUND "A" L.P.		01/14/2016	Limited Partnership: DELAWARE
PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.		01/14/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CRG Servicing LLC
Street Address:	1000 Main Street
Internal Address:	Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77186538	MOLECULES THAT COUNT
Serial Number:	77186531	MOLECULES THAT COUNT
Serial Number:	77049998	NANOSTRING
Serial Number:	77049982	NANOSTRING
Serial Number:	76454807	NANOSTRING TECHNOLOGIES
Serial Number:	85105562	NANOSTRING TECHNOLOGIES
Serial Number:	77007708	NCOUNTER
Serial Number:	77007714	NCOUNTER
Serial Number:	77007722	NCOUNTER
Serial Number:	85769651	PROSIGNA
Serial Number:	85783446	PROSIGNA

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 3122076400

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.

Phone: 415 659 5924

Email: mbenson@reedsmith.com

Correspondent Name: John T. Kline

Address Line 1: Reed Smith

Address Line 2: 101 Second Street, Ste 1800

Address Line 4: San Francisco, CALIFORNIA 94105-3659

ATTORNEY DOCKET NUMBER:	387894.20030
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NAME OF SUBMITTER:	John T. Kline
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SIGNATURE:	/John T. Kline/
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DATE SIGNED:	10/11/2018
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Total Attachments: 37

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AGENCY AGREEMENT

among

**Capital Royalty Partners II L.P.,
Capital Royalty Partners II – Parallel Fund “A” L.P.,
Capital Royalty Partners II - Parallel Fund “B” (Cayman) L.P.,
Capital Royalty Partners II (Cayman) L.P.,
Parallel Investment Opportunities Partners II L.P.,**

and

CRG Servicing LLC

Dated as of January 14, 2016

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AGENCY AGREEMENT

This Agency Agreement, dated as of January 14, 2016 (this “*Agreement*”), is made among Capital Royalty Partners II L.P., a Delaware limited partnership (“*CRPII*”), Capital Royalty Partners II – Parallel Fund “A” L.P., a Delaware limited partnership (“*PFA*”), Capital Royalty Partners II - Parallel Fund “B” (Cayman) L.P., a Cayman Islands exempted limited partnership acting through its managing general partner (“*PFB*”), Capital Royalty Partners II (Cayman) L.P., a Cayman Islands exempted limited partnership acting through its managing general partner (“*Cayman*”), and Parallel Investment Opportunities Partners II L.P., a Delaware limited partnership (“*PIOP*”), as lenders (collectively and together with their successors and assigns, the “*Lenders*”), CRG Servicing LLC, a Delaware limited liability company (together with its successors and assigns, “*CRGS*”), as agent for the Lenders (in such capacity, together with its successors and assigns, the “*Agent*”), as Secured Parties Representative and as Successor Control Agent, and CRPII, as Existing Control Agent.

WHEREAS, in the regular course of their business, Lenders advance or acquire Loans, including the Loans under the Loan Agreements listed on **Exhibit A** hereto, and in connection therewith are granted liens on certain collateral to secure such Loans pursuant to the related Security Documents; and

WHEREAS, Lenders desire to enter into this Agreement to provide, among other things, for (i) the appointment, duties and responsibilities of an Agent and a Secured Parties Representative, and the replacement (to the extent set forth herein) of the Existing Control Agent with the Successor Control Agent, (ii) the respective rights and interests of the parties in and to the Collateral, and (iii) the administration of the Collateral and payments on the Loans, in each case, upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, based upon the above recitals, the mutual premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Affected Loans*” has the meaning set forth in **Section 8.01(b)**.

“*Affiliate*” means any Person which, directly or indirectly, controls, is controlled by or is under common control with another Person. For purposes of the foregoing, “control,” “controlled by” and “under common control with” with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“*Agent*” has the meaning provided in the Preamble.

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are not authorized or required to close in New York City.

“**Collateral**” means, with respect to any Loan, the “Collateral” as defined in the Loan Agreement to which such Loan is subject (or such other similar term used to describe the collateral with respect to a Loan Agreement).

“**Collections**” means, with respect to any Lender or any Loan of such Lender, all Lender Receivables received by Agent on account thereof.

“**Concentration Account**” shall have the meaning provided in **Section 4.01**.

“**Existing Control Agent**” has the meaning set forth in **Section 9.01**.

“**Indemnified Person**” has the meaning set forth in **Section 7.01**.

“**Lender Account**” means, with respect to any Lender, such deposit account as may be designated by such Lender to Agent from time to time in writing for the purpose of receiving Lender Proceeds. As of the date hereof, each Lender’s Lender Account is the Concentration Account.

“**Lender Proceeds**” has the meaning set forth in **Section 4.02(b)**.

“**Lender Receivables**” means, with respect to any Lender or any Loan of such Lender, all amounts owing to such Lender on account thereof, including (i) principal of such Loans, (ii) interest on such Loans, (iii) all late payment, default and waiver charges (including financing charges and fees), prepayment premiums, tax and tax withholding indemnities and reimbursement of breakage costs, capital adequacy charges and reserves in respect of such Loans or related Loan Documents owing to such Lender, (iv) such Lender’s interest in any proceeds of insurance policies covering liability of any Obligor or physical damage to or loss of any Collateral for such Loans, (v) the sale, liquidation, foreclosure, exchange or other disposition of, such Loans or such Lender’s interest in the Collateral therefor, (vi) such Lender’s interest in any claims, losses, disputes or proceedings relating to such Loans or the Collateral therefor, (vii) any indemnification of such Lender against liability and loss (other than as described in the preceding **clause (iv)**) with respect to such Loans or Collateral therefor and (viii) and reimbursement of such Lender’s expenses with respect to such Loan.

“**Lenders**” means, collectively, CRPII, PFA, PFB, Cayman and PIOP, and their respective successors and assigns, in their respective capacities as a “Lender” under a Loan Agreement who have become party hereto pursuant to **Section 10.14**; “**Lender**” means, with respect to any Loan or Collateral, the Lender that owns such Loan or has an interest in such Collateral.

“**Lien**” means any mortgage, lien, pledge, charge, assignment by way of security or other security interest, or any lease, title retention agreement, mortgage, restriction, easement, right-of-way, option or adverse claim (of ownership or possession) or other encumbrance of any kind or character whatsoever or any preferential arrangement that has the practical effect of creating a security interest.

“**Loan**” means an individual loan, to an Obligor, owned by a Lender, advanced under a Loan Agreement identified on **Exhibit A**.

“**Loan Agreement**” means, with respect to any Loan, the commercial loan or credit agreement or other debt agreement or instrument evidencing such Loan or facility pursuant to which such Loan is made, as such Loan Agreement is listed on **Exhibit A** and as from time to time amended, modified, restated or refinanced or replaced.

“**Loan Document**” means, with respect to any Loan, each “Loan Document” as defined in the applicable Loan Agreement and, with respect to any Lender, each Loan Document applicable to any Loan of such Lender.

“**Obligations**”, with respect to any Loan or related Obligor, or any Loan Document for such Loan, has the meaning set forth in the Loan Agreement for such Loan.

“**Obligor**” means, collectively, each Person obligated to make payments under a Loan Document, including any guarantor thereof.

“**Outstanding Principal Percentage**” means, with respect to any Lender, any Loan of such Lender and any related Loan Agreement, the percentage obtained by dividing (a) the sum of the outstanding principal amount of the Loans of such Lender under such Loan Agreement by (b) the sum of the outstanding principal amount of the Loans of all Lenders under such Loan Agreement. For the avoidance of doubt, the Outstanding Principal Percentage shall be calculated on a per-Loan Agreement basis only, and not on an aggregate basis with respect to all Loan Agreements or the Loans under different Loan Agreements.

“**Person**” means an individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organization or other entity of whatever nature.

“**Related Persons**” means, with respect to any Person, such Person’s Affiliates (other than a Lender) and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Affiliates.

“**Replacement Agent**” has the meaning set forth in **Section 8.01(b)**.

“**Required Lenders**” means, with respect to any Loan, the Loan Agreement under which such Loan was advanced, or any action to be taken by one or more lenders or secured parties in connection with such Loan Agreement, the number or percentage of lenders or secured parties whose consent or direction is required in order for any action to be taken by or on behalf of such lenders or secured parties pursuant to the terms of the applicable Loan Agreement or other Loan Document.

“**Security Agreement**” means, with respect to any Loan, each “Security Agreement” as defined in the applicable Loan Agreement.

“**Security Document**” means, with respect to any Loan, each “Security Document” as defined in the applicable Loan Agreement.

“*Successor Control Agent*” has the meaning set forth in **Section 9.01(a)**.

“*UCC*” means the Uniform Commercial Code, as amended from time to time, as in effect in any specified jurisdiction.

Section 1.02 Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) any reference in this Agreement to an Article, a Section, a Schedule or an Exhibit is a reference to an article hereof, a section hereof, a schedule hereto or an exhibit hereto, respectively, and to a subsection hereof or a clause hereof is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Article, Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and (v) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

ARTICLE 2 APPOINTMENT OF AGENT.

Section 2.01 Appointment. Each Lender hereby appoints CRGS as its Agent, and authorizes Agent:

- (a) to administer on behalf of such Lender the Loans of such Lender in accordance with the Loan Documents, including directing the applicable Obligors to make all payments on the Obligations owing to each Lender to such Lender’s Lender Account (or, in the case of expenses and other amounts due to Agent hereunder, to Agent’s deposit account), and to allocate all payments collected by Agent among the Lenders;
- (b) to exercise on behalf of such Lender all rights and remedies available to such Lender under each Loan Document, including with respect to Collateral;
- (c) to execute on behalf of such Lender any Security Document entered into on or after the date hereof and to accept delivery thereof from any Obligor or other Person;
- (d) to enter into intercreditor agreements with respect to third-party holders of credit to the Obligors;
- (e) to perform the Agent’s duties and obligations hereunder, including as provided in **Section 3.01** and **Article 4** hereof and to perform the duties and obligations of the Control Agent and Secured Parties Representative under the respective Loan Documents; and
- (f) to take such action as agent on such Lender’s behalf and to exercise such powers and perform such duties under this Agreement and the Loan Documents as are customary for an administrative agent and collateral agent with respect to secured term loan agreements, together with such powers as are reasonably incidental thereto;

provided, that, in its performance of each of the foregoing duties, Agent shall not discriminate against any Lender and shall treat each Lender equally and ratably without preference over any other Lender.

The duties and obligations of Agent are strictly limited to those expressly provided for herein, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against Agent. As to any matters not expressly provided for by this Agreement, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lenders; *provided, however*, that (i) except for action expressly required of Agent hereunder, Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall be indemnified to its satisfaction by Lenders against any and all liability and expense which may be incurred by reason of taking or continuing to take any such action, and (ii) Agent shall not in any event be required to take any action which exposes Agent to liability or which is contrary to this Agreement or any other Loan Document or applicable law. Nothing in this Agreement shall, or shall be construed to, constitute Agent a trustee or fiduciary for any Lender. In performing its functions and duties hereunder, Agent shall act solely as Agent of Lenders and does not assume, and shall not be deemed to have assumed, any obligation towards or relationship of agency or trust with or for any Obligor.

Each Lender agrees that the Lenders may not take any direct action to enforce remedies as a result of an Event of Default or with respect to any Collateral except by joining with the Required Lenders to direct the Agent to take such action on the Lenders' behalf.

Section 2.02 Delegation of Duties. Agent may, in its discretion, employ from time to time one or more agents or attorneys-in-fact (including any of Agent's Affiliates or any Lender) to perform any of Agent's duties under this Agreement, specifically including the Existing Control Agent to continue to act as Agent's sub-agent with respect to account control agreements; *provided, however*, that without the prior written consent of Required Lenders, Agent shall not subcontract all or a substantial portion of such duties to any Person that is not an Affiliate of Agent. Agent shall not be responsible for the gross negligence or willful misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

ARTICLE 3 DUTIES AND OBLIGATIONS OF AGENT

Section 3.01 General Duties and Obligations of Agent. Without limiting the generality of **Article 2**, Agent shall have the sole and exclusive right and authority (to the exclusion of each Lender), and each Lender hereby authorizes Agent:

(a) to act as the disbursing and collecting agent for such Lender with respect to all payments and collections arising in connection with such Lender's Loan Documents (including in any bankruptcy, insolvency or similar proceeding), and each Person making any payment in connection with any Loan Document to any Lender is hereby authorized to make such payment to Agent;

(b) to file and prove claims and file other documents necessary or desirable to allow the claims of such Lender with respect to any Obligation in any bankruptcy, insolvency or similar proceeding (but not to vote, consent or otherwise act on behalf of such Lender);

(c) to execute any amendment, consent or waiver under such Lender's Loan Documents, to the extent that the Required Lenders have consented in writing to such amendment, consent or waiver;

(d) to exercise all remedies given to Agent, such Lender and the other secured parties with respect to the Collateral, whether under the Loan Documents, applicable requirements of law or otherwise;

(e) to act as collateral agent for such Lender for purposes of the perfection of all Liens created by such agreements and all other purposes stated therein, including filing UCC financing statements and continuation statements, holding possessory collateral, filing collateral assignments in the US Patent and Trademark Office and US Copyright Office and entering into landlord waivers; *provided, however*, that Agent hereby appoints, authorizes and directs each Lender to act as collateral sub-agent for Agent and the Lenders for purposes of the perfection of all Liens with respect to the Collateral, including any deposit or securities account maintained by an Obligor with, and cash and cash equivalents held by, such Lender, including continuing the Existing Control Agent with respect to account control agreements, and may further authorize and direct the Lenders to take further actions as collateral sub-agents for purposes of enforcing such Liens or otherwise to transfer the Collateral subject thereto to Agent, and each Lender hereby agrees to take such further actions to the extent, and only to the extent, so authorized and directed;

(f) to accept, hold, maintain, administer and enforce all Security Documents, including all Collateral subject thereto and all Liens created thereunder, and protect, exercise and enforce the interests, rights, powers and remedies granted or available to Agent or such Lender under, pursuant to or in connection with the Security Documents or under applicable law in respect of the Security Documents;

(g) to sell, release, surrender, realize upon or otherwise deal with, in any manner and in any order, all or any portion of any Collateral, all as directed by Required Lenders;

(h) to make any demands or give any notices under the Loan Documents;

(i) to take such other action as is necessary or desirable to maintain the perfection and priority of the Liens created or purported to be created by the Loan Documents;

(j) to distribute Collections to such Lender in accordance with **Article 4**; and

(k) to direct each Obligor to make payments of each Lender's Lender Receivables (at Agent's option, net of any amounts owing by such Lender to Agent hereunder, which amounts may be payable by the Obligor directly to Agent) to such Lender's Lender Account.

Section 3.02 Holding of Collateral. Agent agrees to hold all Collateral hereafter delivered to it pursuant to the Loan Documents, for itself and for the benefit of Lenders, on and subject to the terms and conditions set forth in the Security Documents and in this Agreement.

Section 3.03 Limitation on Agent's Duties in Respect of Collateral. Beyond the exercise of reasonable care to assure the safe custody of Collateral in Agent's possession and the accounting for Collections, Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to any Collateral.

ARTICLE 4 CONCENTRATION ACCOUNT; DISTRIBUTIONS

Section 4.01 Payment Instructions; Concentration Account. (a) Agent shall direct all Obligors and other relevant third parties to make all payments or other distributions on the Loans of each Lender, the related Loan Documents and the related Collateral to, and any proceeds received from the disposition of Loans of any Lender or related Collateral will be remitted to, such Lender's Lender Account (at Agent's option, net of any amounts owing by such Lender to Agent hereunder, which amounts may be payable by the Obligor directly to Agent).

(b) Agent shall establish a central deposit account for collections (the "**Concentration Account**") maintained by a bank selected by Agent for that purpose. Agent shall ensure that, at all times, the Concentration Account shall not be subject to any Lien in favor of any Person. Each Lender hereby designates the Concentration Account as its Lender Account as of the date hereof (subject to change for any Lender from time to time upon five Business Days' written notice by such Lender to Agent).

(c) Agent shall have no obligation to make any payments to Lenders except out of amounts actually received by Agent.

Section 4.02 Distributions from Concentration Account. (a) **Agent's Right of Offset.** Agent may, at its option, offset and deduct from amounts received or held by Agent for the credit of any Lender any amount due from such Lender to Agent under this Agreement.

(b) **Calculation and Disbursement of Lender Proceeds.** (i) At the end of each Business Day, based on its records of cash receipts in the Concentration Account (or otherwise received by the Agent) and Agent expenditures, Agent will calculate the difference of (x) such cash receipts in respect of Lender Receivables owing to each Lender minus (y) amounts due and owing by such Lender pursuant to **Section 7.01 or 7.02** (such difference, "**Lender Proceeds**"; provided that, for any Lender whose Lender Account is not the Concentration Account, Agent may direct an Obligor to pay such Lender's ratable share of amounts due and owing by such Lender pursuant to **Section 7.01 or 7.02** on account of such Obligor's Loan Documents directly to Agent (or to an account as directed by Agent), and the net amount paid directly by such Obligor to such Lender shall be such Lender's "**Lender Proceeds**").

(ii) Agent shall, no later than the second Business Day thereafter, distribute to each Lender whose Lender Account is the Concentration Account (or in respect of whose Lender Receivables Agent has otherwise received a collection), cash from the Concentration Account in

an amount equal to such Lender's Lender Proceeds for the preceding Business Day described in **Section 4.02(b)(i)**.

Section 4.03 Return of Payments. If any amount received or collected by Agent and applied as provided in this **Article 4** is rescinded or must otherwise be returned by Agent for any reason, each Lender shall, upon notice by Agent, forthwith pay over to Agent such Lender's received portion of the amount so returned.

ARTICLE 5 LIABILITY; AGENT AND AFFILIATES; NON-RELIANCE; ETC.

Section 5.01 Limitation on Liability. Neither Agent nor any of its Related Persons shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any other Loan Document, except for its or their own bad faith, gross negligence or willful misconduct. Without limitation of the generality of the foregoing, Agent (i) may treat a Lender as the holder of its Obligations for all purposes hereof unless and until Agent receives written notice of the assignment thereof signed by such Lender and Agent receives the written agreement of the assignee, in the form of **Exhibit B** (which such assigning Lender shall cause such assignee to execute and deliver as a condition precedent to its receipt of such Obligations) that such assignee is bound hereby as it would have been if it had been an original Lender party hereto, (ii) may consult with legal counsel (including counsel to any Obligor), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, and (iii) shall incur no liability to any Lender under or in respect of this Agreement or any other Loan Document by acting upon any notice, consent, certificate, facsimile, email, statement or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty made or deemed to be made hereunder or under any other Loan Document. Further, Agent (A) makes no warranty or representation to any Lender and shall not be responsible to any Lender for the accuracy or completeness of any information, exhibit or report furnished hereunder or under any other Loan Document, for any statements, warranties or representations (whether written or oral) made or deemed made in or in connection with this Agreement or the other Loan Documents, (B) shall have no duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Loan Document on the part of any Obligor or any other Person or to inspect the property, books or records of any Obligor or any other Person, and (C) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency, value or collectability of this Agreement, any Loan Document or any Collateral.

Section 5.02 Agent and Affiliates. With respect to any Obligations owing to Agent (or its Affiliates), Agent (or such Affiliate) shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not Agent (or affiliated with Agent); and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated, include Agent in its individual capacity. Agent and its Affiliates may lend money to and generally engage in any kind of business with the Obligors, all as if Agent were not Agent hereunder and without any duty to account therefor to Lenders.

Section 5.03 Non-Reliance. Each Lender has itself been, and will continue to be, based on such documents and information as it has deemed appropriate, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Obligor or any of their subsidiaries and the nature and value of any Collateral. Accordingly, each Lender confirms to Agent and the other Lenders that it has not relied, and will not hereafter rely, on Agent or the other Lenders (i) to check or inquire on such Lender's behalf into the adequacy, accuracy or completeness of any information provided by any Obligor or any other Person under or in connection with this Agreement or the transactions contemplated by the Loan Documents (whether or not such information has been or is hereafter distributed to such Lender by Agent), or (ii) to assess, confirm or keep under review on such Lender's behalf the financial condition, creditworthiness, condition, affairs, status or nature of any Obligor, any subsidiary thereof, the nature or value of any Collateral, the validity of the title of any Obligor to the Collateral, the insurance maintained with respect to the Collateral, or the payment of taxes, charges, assessments or Liens upon the Collateral. Agent hereby disclaims any representation or warranty to the present and future Lenders concerning the validity, enforceability or sufficiency of the Security Documents, the validity, enforceability, perfection, priority of the Liens granted under Security Documents or the nature, extent or value of the Collateral.

Section 5.04 Default. Agent will not be required to inquire as to the occurrence or absence of any defaults under the Loan Documents and will not be affected by or required to act upon any notice or knowledge as to the occurrence of any such defaults unless and until it receives from or on behalf of the Required Lenders written notice stating that a default has occurred and is continuing. Agent will not commence any exercise of remedies or any foreclosure actions or otherwise take any action or proceeding against any of the Collateral (other than actions as necessary to prove, protect or preserve the Liens securing the Obligations) unless and until it receives written notice from or on behalf of the Required Lenders directing it to exercise remedies against the Collateral, and thereafter Agent will be required to act only if such notice is not withdrawn and only in accordance with the other provisions of this Agreement.

ARTICLE 6 SOLICITATION OF INSTRUCTIONS

Agent may at any time solicit written confirmatory instructions from the Required Lenders or request an order of a court of competent jurisdiction as to any action that it may be requested or required to take, or that it may propose to take, in the performance of any of its obligations under this Agreement or the Loan Documents and may suspend performance of such obligations as it determines to be appropriate until it receives such instructions or order. No written direction given to Agent by Lenders that in the sole judgment of Agent imposes, purports to impose or might reasonably be expected to impose upon Agent any obligation or liability not set forth in or arising under this Agreement and the Loan Documents will be binding upon Agent unless Agent elects, at its sole option, to accept such direction. If so requested by Agent, each Lender is authorized to provide, and shall provide, to Agent such information as may be available to such Lender as to the names and addresses of Lenders and the amount of Obligations outstanding to each such Lender.

ARTICLE 7
INDEMNIFICATION; COSTS AND EXPENSES

Section 7.01 Indemnification. Each Lender agrees to indemnify, *pro rata* in accordance with such Lender's Outstanding Principal Percentage, Agent, Control Agent, Secured Parties Representative and each of their respective Related Persons (each an "**Indemnified Person**") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to Agent, which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or any other Loan Document or the transactions contemplated hereby or thereby or any action taken or omitted by any Indemnified Person in connection with any of the foregoing; *provided that* no Lender shall be liable to any Indemnified Person for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct.

Section 7.02 Costs and Expenses. Without limitation of the foregoing provisions of this **Article 7**, each Lender agrees to reimburse Agent, Control Agent, Secured Parties Representative and each of their respective Related Persons, *pro rata* in accordance with such Lender's Outstanding Principal Percentage, promptly upon demand for all reasonable and customary "out-of-pocket" costs and expenses incurred in the performance by the Agent of its obligations hereunder, including, but not limited to, the cost of (a) the preservation, restoration and protection of any Collateral, (b) any enforcement or judicial proceedings, including foreclosures, (c) the management and liquidation of any Collateral, (d) compliance with its obligations under this Agreement, (e) services rendered in connection with the liquidation of a Loan, and (f) that may be incurred by Control Agent or Secured Parties Representative or any of its Related Persons in connection with the preparation, syndication, execution, delivery, administration, modification, consent, waiver or enforcement (whether through negotiations, through any work-out, bankruptcy, restructuring or other legal or other proceeding or otherwise) of, or legal advice in respect of its rights or responsibilities under, any applicable Loan Document, for all of which costs and expenses the Agent is entitled to reimbursement with interest thereon as provided in this Agreement.

ARTICLE 8
REMOVAL AND RESIGNATION OF AGENT

Section 8.01 Resignation and Removal. (a) Agent may resign at any time, upon 30 days' prior written notice to Lenders. Upon any such resignation, Lenders shall be entitled to appoint a successor Agent, who shall agree in writing to be bound by the terms of this Agreement. Upon the acceptance of any successor Agent of its appointment, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of Agent. If no successor Agent is appointed prior to the effective date of the resignation of the resigning Agent, the resigning Agent may appoint, after consulting with Lenders, a successor Agent from among Lenders. In the case of any resignation of Agent, if no successor shall have accepted within 30 days, the resignation shall nonetheless become effective upon the expiration

of such 30 day period, and Lenders shall perform all of the duties of Agent hereunder until such time, if any, as the Lenders appoint a successor agent as provided for above. The former Agent shall be discharged from its duties and obligations as such upon the effectiveness of such removal or resignation.

(b) Required Lenders, with or without cause, may remove any Loan Agreement and related Loan Documents, and all Loans of all Lenders subject thereto (the “*Affected Loans*”), from **Exhibit A** at any time upon written notice to Agent signed by Required Lenders. In such case, all Affected Loans (whether belonging to Required Lenders or other dissenting Lenders) under such Loan Agreement shall no longer be subject to this Agreement, such that Agent shall no longer serve as agent with respect thereto. Upon any such removal, the Required Lenders shall be entitled to appoint a successor agent (“*Replacement Agent*”), who shall agree in writing to be bound by a new agency agreement with such Required Lenders, on substantially the terms of this Agreement (including without limitation the provisions of **Article 9** appointing Replacement Agent as a new Successor Control Agent and Secured Parties Representative). Upon the entry by a Replacement Agent into such a new agency agreement with such Required Lenders, the former Agent shall be discharged from its duties and obligations as such with respect to the Affected Loans and related Loan Documents and Collateral.

Section 8.02 Survival. The provisions of **Articles 5** and **7**, including all obligations of Lenders with respect to the indemnification of Agent and the reimbursement of costs and expenses of Agent, shall survive the termination of the duties

ARTICLE 9 CONTROL AGENT; SECURED PARTIES REPRESENTATIVE

Section 9.01 Control Agent Appointment. Each Lender and (notwithstanding **Section 9.03**) CRPII, as existing “Control Agent” under each Security Agreement (in such capacity, “*Existing Control Agent*”), hereby:

(a) appoints CRGS (together with any of its successors and assigns as Agent) as successor to Existing Control Agent as limited collateral agent and Control Agent under each such Security Agreement (in such capacity, the “*Successor Control Agent*”); and

(b) authorizes CRGS to take such action on each Lender’s behalf and to exercise all rights, powers and remedies and perform such duties as are expressly delegated to the “Control Agent” under each Loan Document and such powers as are reasonably incidental thereto;

provided, however, that the foregoing appointment shall not interfere with the designation by the Successor Control Agent of the Existing Control Agent to continue as sub-agent with respect to account control agreements.

Section 9.02 Resignation of Existing Control Agent. Without limiting **Section 9.01**, Existing Control Agent hereby resigns as the “Control Agent” under each Loan Document. Existing Control Agent is hereby released from each and all of its obligations and duties as “Control Agent” under each Loan Document for all periods after the date hereof. Existing Control Agent and its Related Persons shall no longer have the benefit of any provision of any Loan Document

other than with respect to any actions taken or omitted to be taken while Existing Control Agent was, or because Existing Control Agent had been, validly acting as “Control Agent” under the Loan Documents. Existing Control Agent shall take such action as may be reasonably necessary to assign to Successor Control Agent its rights as “Control Agent” under the Loan Documents; and Successor Control Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the “Control Agent” under the Loan Documents. Notwithstanding the foregoing, this **Section 9.02** shall not interfere with the designation by the Successor Control Agent of the Existing Control Agent to continue as sub-agent with respect to account control agreements.

Section 9.03 Control Agent as Secured Party; Collateral. (a) Each Lender, Existing Control Agent and Successor Control Agent hereby agrees that, with respect to each Obligor, Successor Control Agent shall be a “Secured Party” under each related Loan Document.

(b) Each Lender and Existing Control Agent, as secured party of record with respect to the UCC financing statements and any intellectual property filings with the US Patent and Trademark Office or the US Copyright Office filed against the applicable Obligors in connection with the Loan Documents, hereby authorize and instruct Successor Control Agent to amend such financing statements and intellectual property filings to add Successor Control Agent’s name to such financing statements and intellectual property filings as a secured party.

Section 9.04 Control Agent Assignment and Assumption. (a) For the avoidance of doubt, and in order to ensure the continuation of security interests under the Loan Documents, Existing Control Agent does hereby assign, transfer, convey and set over unto Successor Control Agent all of Existing Control Agent’s respective rights, title and interests (including, without limitation, any security interests granted to Existing Control Agent (in its role as “Control Agent” and not as a Lender) under the Loan Documents), obligations, acknowledgments, liabilities, duties and burdens in, under and with respect to each of the Loan Documents; *provided, however*, that all provisions of the Loan Documents that expressly survive any such resignation shall continue in effect for the benefit of Existing Control Agent in respect of any actions taken or omitted to be taken by it in its capacity as “Control Agent” under the applicable Loan Agreement and other related Loan Documents prior to the date hereof. Successor Control Agent hereby accepts the assignments, transfers, conveyances and set overs set forth in this **Section 9.04** (including, without limitation, any security interests as aforesaid) and assumes and agrees to be bound by all of the obligations, acknowledgments, liabilities, duties and burdens of Existing Control Agent under each Loan Document, in each case, effective as of the date hereof. The parties hereto confirm that Successor Control Agent shall be deemed from and after the date hereof to be a party to each Loan Document to which Existing Control Agent was a party as “Control Agent”, in lieu of Existing Control Agent. Each of the parties hereto acknowledges and agrees that the assignment and assumption effected in this **Section 9.04** do not constitute a termination or novation of any security interest. All security interests granted under the Loan Documents shall continue without interruption and shall remain in full force and effect for the applicable Secured Parties as security for all applicable Obligations purported to be secured thereby.

(b) Existing Control Agent shall cooperate with Successor Control Agent to deliver the Loan Documents in its possession held in trust for the applicable Lenders to Successor Control Agent to hold in trust for such Lenders. Existing Control Agent shall further cooperate

with Successor Control Agent to take such action with respect to the Loan Documents as the applicable Majority Lenders or Successor Control Agent may deem reasonably necessary to evidence the transfer of rights in respect of the Loan Documents, including executing any amendments thereof or notifying the counterparties under such Loan Documents as required or deemed prudent.

(c) To the extent that, notwithstanding **Sections 9.04(a)** and **(b)**, Existing Control Agent remains the party of record on a Loan Document, Existing Control Agent agrees to take such further instruction as necessary from Successor Control Agent to act as a delegate of Successor Control Agent to act on the behalf of Successor Control Agent and the Lenders in respect of such Loan Document. For illustrative purposes, such action may include an instruction from Existing Control Agent (under the direction of Successor Control Agent) to a deposit account bank to exercise control over a deposit account governed under a deposit account control agreement. Upon request of Successor Control Agent, Existing Control Agent shall assign its rights under all control agreements and other Security Documents and related filings to Successor Control Agent.

Section 9.05 Power of Attorney/Further Assurances and Additional Acts. (a) **Power of Attorney.** Each Lender (or its general partner, in such capacity, as the case may be) shall execute a Power of Attorney in the form attached hereto as **Exhibit C** authorizing Successor Control Agent to act on its behalf, as authorized hereunder, in connection with the Loan Documents. Successor Control Agent shall be able to rely on such Power of Attorney, including by showing such Power of Attorney to a counterparty under the Loan Documents, to demonstrate that it has been authorized by each Lender to take such action on its behalf and to exercise all rights, powers and remedies and perform such duties as are expressly delegated to Successor Control Agent hereunder or under such other Loan Documents and such powers as are reasonably incidental thereto.

(b) **Further Assurances and Additional Acts.** Each Lender, Existing Control Agent and Successor Control Agent shall execute, acknowledge, deliver, file, notarize and register at its own expense all such further agreements, instruments, certificates, documents and assurances, and perform such acts as Successor Control Agent or the Lenders shall deem necessary or appropriate to effectuate the purposes of this **Article 9**.

Section 9.06 Secured Parties Representative Appointment. Each Lender hereby:

(a) appoints Agent as “Secured Parties Representative” under each Security Agreement; and

(b) authorizes Agent to take such action on each Lender’s behalf and to exercise all rights, powers and remedies and perform such duties as are expressly delegated to the “Secured Parties Representative” under each Loan Document and such powers as are reasonably incidental thereto.

**ARTICLE 10
MISCELLANEOUS**

Section 10.01 Further Assurances and Additional Acts. Each party hereto shall execute, acknowledge, deliver, file, notarize and register at its own expense all such further agreements, instruments, certificates, documents and assurances, and perform such acts as Agent or Lenders shall deem necessary or appropriate to effectuate the purposes of this Agreement.

Section 10.02 Action by Agent. (a) In taking any action on behalf of Lenders and exercising such powers and performing such duties under this Agreement and the Loan Documents as are granted to Agent hereunder and thereunder, except to the extent otherwise provided under herein or in the Loan Documents, Agent shall act in each case in accordance with the instructions of the Required Lenders; *provided, however*, that, notwithstanding any provision to the contrary herein or in any other Loan Document, without the consent of all Lenders, Agent shall not, and may not be directed to, release any of the Collateral or terminate any Loan Document, except in connection with a sale or other disposition of Collateral as contemplated by or permitted under the Loan Documents (including as a result of a exercise of any rights or remedies in respect of any Collateral), as otherwise contemplated or permitted hereunder or under the Security Documents or as contemplated by this **Section 10.02**.

(b) Lenders irrevocably authorize Agent (i) to release any Lien on any property granted to or held by Agent in connection with this Agreement or any Loan Document as required by such Loan Document (A) upon payment in full of all Obligations (other than contingent indemnification obligations), (B) that is sold or to be sold as part of or in connection with any such sale or disposition of Collateral contemplated by or permitted under this Agreement or under any other Security Document, (C) if approved, authorized or ratified in writing by the Required Lenders, or (D) as ordered pursuant to applicable law under a final and nonappealable order or judgment of a court of competent jurisdiction; and (ii) to subordinate any Lien on any Collateral to the holder of any senior Lien on such property that is permitted by the Loan Documents. Upon request by Agent at any time, Lenders will confirm in writing Agent's authority to release or subordinate its interest in particular types or items of Collateral.

Section 10.03 Amendments to and Waivers Under this Agreement. This Agreement may be amended from time to time only in a written agreement signed by Lenders and Agent. The performance of any obligation of any party hereto may be waived only by a written instrument signed by the party or parties against which such waiver is sought to be enforced.

Section 10.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each Lender's rights in and to the Loans, the Loan Documents and the Collateral may be assigned by such Lender in its sole discretion, subject to the terms and conditions of the Loan Documents. Any transferee or assignee, as a condition to acquiring such rights, shall agree to be bound hereby. Successor Control Agent may not assign its rights under this Agreement except with the prior written consent of the Lenders, such consent not to be unreasonably withheld.

(b) Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted

hereby, and, to the extent expressly contemplated hereby, the Indemnified Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 10.05 Notices. All notices, requests, instructions, directions and other communications provided for herein (including any modifications of, or waivers, requests or consents under, this Agreement) shall be given or made in writing (including by telecopy) delivered, to each party to be so notified its address specified on the signature pages hereto, or at such other address as shall be designated by such party in a notice to the other parties. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given upon receipt of a legible copy thereof, in each case given or addressed as aforesaid. All such communications provided for herein by telecopy shall be confirmed in writing promptly after the delivery of such communication (it being understood that non-receipt of written confirmation of such communication shall not invalidate such communication).

Section 10.06 No Waiver; Cumulative Remedies. No failure on the part of Agent or any Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement and the other Loan Documents are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Agent or any Lender.

Section 10.07 Obligations Several. The obligations of Lenders hereunder are several. The failure of any Lender or Agent to carry out its obligations hereunder shall not relieve any other Lender or Agent of any obligation hereunder, nor shall any Lender or Agent be responsible for the obligations of, or any action taken or omitted by, any other Person hereunder. Nothing contained in this Agreement shall be deemed to cause any Lender or Agent to be considered a partner of or joint venturer with any other Lender or Lenders, Agent or any Obligor.

Section 10.08 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

Section 10.09 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein and supersedes any prior agreements, commitments, discussions and understandings, oral or written, with respect thereto.

Section 10.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or

invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

Section 10.11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

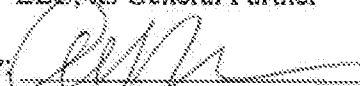
Section 10.12 Interpretation. This Agreement is the result of negotiations among and has been reviewed by counsel to the parties, and is the product of all parties hereto. Accordingly, this Agreement shall not be construed against a Lender or Agent merely because of such Lender's or Agent's involvement in the preparation hereof.

Section 10.13 Loan Document. This Agreement shall be a "Loan Document" under and as defined in each Loan Agreement.

Section 10.14 Additional Lenders. In the event that any Person not a Lender on the date hereof becomes a Lender in accordance with the Loan Documents, such Person shall become bound hereby upon its execution and delivery of a joinder agreement in the form of **Exhibit B**.

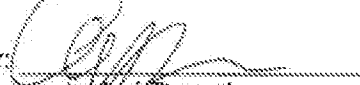
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CAPITAL ROYALTY PARTNERS II L.P.
By: CAPITAL ROYALTY PARTNERS II GP
L.P., its General Partner
By: CAPITAL ROYALTY PARTNERS II
GP LLC, its General Partner

By: 
Name: Andrei Dorenbaum
Title: Authorized Signatory

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@crglp.com

CAPITAL ROYALTY PARTNERS II --
PARALLEL FUND "A" L.P.
By: CAPITAL ROYALTY PARTNERS II --
PARALLEL FUND "A" GP L.P., its General
Partner
By: CAPITAL ROYALTY PARTNERS II --
PARALLEL FUND "A" GP LLC, its
General Partner

By: 
Name: Andrei Dorenbaum
Title: Authorized Signatory

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@crglp.com

{Signature Page to Agency Agreement}

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CAPITAL ROYALTY PARTNERS II --
PARALLEL FUND "B" (CAYMAN) L.P.

By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner

By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner

By: 

Name: Andrei Dorenbaum

Title: Authorized Signatory

Address for Notices:

1000 Main Street, Suite 2500

Houston, TX 77002

Attn: General Counsel

Tel.: 713.209.7350

Fax: 713.209.7351

Email: adorenbaum@capitalroyalty.com

CAPITAL ROYALTY PARTNERS II (CAYMAN)
L.P.

By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner

By: CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner

By: 

Name: Andrei Dorenbaum

Title: Authorized Signatory

Address for Notices:

1000 Main Street, Suite 2500

Houston, TX 77002

Attn: General Counsel

Tel.: 713.209.7350

Fax: 713.209.7351

Email: adorenbaum@capitalroyalty.com

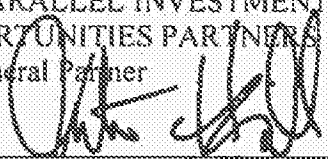
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PARALLEL INVESTMENT OPPORTUNITIES
PARTNERS II L.P.

By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP L.P., its
General Partner

By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP LLC,
its General Partner

By: 
Name: Nathan Hukill
Title: Authorized Signatory

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@capitalroyalty.com

CRG SERVICING LLC

By: _____
Name: Andrei Dorenbaum
Title: General Counsel

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@capitalroyalty.com

[Signature Page to Agency Agreement]

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PARALLEL INVESTMENT OPPORTUNITIES
PARTNERS II L.P.

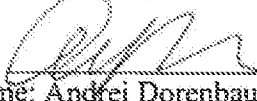
By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP L.P., its
General Partner

By: PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP LLC,
its General Partner

By: _____
Name: Nathan Hukill
Title: Authorized Signatory

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@capitalroyalty.com

CRG SERVICING LLC

By: 
Name: Andrei Dorenbaum
Title: General Counsel

Address for Notices:
1000 Main Street, Suite 2500
Houston, TX 77002
Attn: General Counsel
Tel.: 713.209.7350
Fax: 713.209.7351
Email: adorenbaum@capitalroyalty.com

[Signature Page to Agency Agreement]

**Exhibit A
to Agency Agreement**

LOANS, LOAN AGREEMENTS AND OBLIGORS

Assignor	Borrower	Credit Agreement
CRPII	Corium International, Inc.	Amended and Restated Term Loan Agreement dated as of November 14, 2014
Cayman	Corium International, Inc.	Amended and Restated Term Loan Agreement dated as of November 14, 2014
PFA	Corium International, Inc.	Amended and Restated Term Loan Agreement dated as of November 14, 2014
PFB	Corium International, Inc.	Amended and Restated Term Loan Agreement dated as of November 14, 2014
CRPII	Navidea Biopharmaceuticals, Inc.	Term Loan Agreement dated as of May 8, 2015
PFA	Navidea Biopharmaceuticals, Inc.	Term Loan Agreement dated as of May 8, 2015
PFB	Navidea Biopharmaceuticals, Inc.	Term Loan Agreement dated as of May 8, 2015
PIOP	Navidea Biopharmaceuticals, Inc.	Term Loan Agreement dated as of May 8, 2015
CRPII	Tandem Diabetes Care, Inc.	Amended and Restated Term Loan Agreement dated as of April 4, 2014
Cayman	Tandem Diabetes Care, Inc.	Amended and Restated Term Loan Agreement dated as of April 4, 2014
PFA	Tandem Diabetes Care, Inc.	Amended and Restated Term Loan Agreement dated as of April 4, 2014
PFB	Tandem Diabetes Care, Inc.	Amended and Restated Term Loan Agreement dated as of April 4, 2014
CRPII	NeuroPace, Inc.	Term Loan Agreement dated as of November 18, 2014
PFA	NeuroPace, Inc.	Term Loan Agreement dated as of November 18, 2014
PFB	NeuroPace, Inc.	Term Loan Agreement dated as of November 18, 2014
PIOP	NeuroPace, Inc.	Term Loan Agreement dated as of November 18, 2014
CRPII	ViewRay Incorporated	Term Loan Agreement dated as of June 26, 2015
Cayman	ViewRay Incorporated	Term Loan Agreement dated as of June 26, 2015

Assignor	Borrower	Credit Agreement
PFA	ViewRay Incorporated	Term Loan Agreement dated as of June 26, 2015
PFB	ViewRay Incorporated	Term Loan Agreement dated as of June 26, 2015
PIOP	ViewRay Incorporated	Term Loan Agreement dated as of June 26, 2015
CRPII	NanoString Technologies, Inc.	Term Loan Agreement dated as of April 1, 2014
Cayman	NanoString Technologies, Inc.	Term Loan Agreement dated as of April 1, 2014
PFA	NanoString Technologies, Inc.	Term Loan Agreement dated as of April 1, 2014
PFB	NanoString Technologies, Inc.	Term Loan Agreement dated as of April 1, 2014
PIOP	NanoString Technologies, Inc.	Term Loan Agreement dated as of April 1, 2014
CRPII	NeoTract, Inc.	Term Loan Agreement dated as of March 24, 2014
Cayman	NeoTract, Inc.	Term Loan Agreement dated as of March 24, 2014
PFA	NeoTract, Inc.	Term Loan Agreement dated as of March 24, 2014
PIOP	NeoTract, Inc.	Term Loan Agreement dated as of March 24, 2014
CRPII	Imaging Advantage LLC	Term Loan Agreement dated as of June 27, 2014
Cayman	Imaging Advantage LLC	Term Loan Agreement dated as of June 27, 2014
PFA	Imaging Advantage LLC	Term Loan Agreement dated as of June 27, 2014
PFB	Imaging Advantage LLC	Term Loan Agreement dated as of June 27, 2014
CRPII	Nevro Corp.	Term Loan Agreement dated as of October 24, 2014
PFA	Nevro Corp.	Term Loan Agreement dated as of October 24, 2014
PFB	Nevro Corp.	Term Loan Agreement dated as of October 24, 2014
PIOP	Nevro Corp.	Term Loan Agreement dated as of October 24, 2014
CRPII	AFT Pharmaceuticals Limited	Term Loan Agreement dated as of April 30, 2014
Cayman	AFT Pharmaceuticals Limited	Term Loan Agreement dated as of April 30, 2014

Assignor	Borrower	Credit Agreement
PFA	AFT Pharmaceuticals Limited	Term Loan Agreement dated as of April 30, 2014
PFB	AFT Pharmaceuticals Limited	Term Loan Agreement dated as of April 30, 2014
CRPII	TeaLab Corporation	Term Loan Agreement dated as of March 4, 2015
PFA	TeaLab Corporation	Term Loan Agreement dated as of March 4, 2015
PIOP	TeaLab Corporation	Term Loan Agreement dated as of March 4, 2015
CRPII	RainDance Technologies, Inc.	Term Loan Agreement dated as of September 17, 2013
Cayman	RainDance Technologies, Inc.	Term Loan Agreement dated as of September 17, 2013
PFA	RainDance Technologies, Inc.	Term Loan Agreement dated as of September 17, 2013
PFB	RainDance Technologies, Inc.	Term Loan Agreement dated as of September 17, 2013
PIOP	RainDance Technologies, Inc.	Term Loan Agreement dated as of September 17, 2013
CRPII	Astute Medical, Inc.	Term Loan Agreement dated as of March 17, 2014
Cayman	Astute Medical, Inc.	Term Loan Agreement dated as of March 17, 2014
PFA	Astute Medical, Inc.	Term Loan Agreement dated as of March 17, 2014
PIOP	Astute Medical, Inc.	Term Loan Agreement dated as of March 17, 2014
CRPII	Good Start Genetics, Inc.	Term Loan Agreement dated as of April 25, 2013
Cayman	Good Start Genetics, Inc.	Term Loan Agreement dated as of April 25, 2013
PFA	Good Start Genetics, Inc.	Term Loan Agreement dated as of April 25, 2013
PFB	Good Start Genetics, Inc.	Term Loan Agreement dated as of April 25, 2013
PIOP	Good Start Genetics, Inc.	Term Loan Agreement dated as of April 25, 2013
CRPII	Biodesix, Inc.	Term Loan Agreement dated as of November 27, 2013
Cayman	Biodesix, Inc.	Term Loan Agreement dated as of November 27, 2013
PFA	Biodesix, Inc.	Term Loan Agreement dated as of November 27, 2013
PIOP	Biodesix, Inc.	Term Loan Agreement dated as of November 27, 2013
CRPII	Exagen Diagnostics, Inc.	Term Loan Agreement dated as of October 10, 2013
Cayman	Exagen Diagnostics, Inc.	Term Loan Agreement dated as of October 10, 2013

Assignor	Borrower	Credit Agreement
PFA	Exagen Diagnostics, Inc.	Term Loan Agreement dated as of October 10, 2013
PIOP	Exagen Diagnostics, Inc.	Term Loan Agreement dated as of October 10, 2013
CRPII	Ceterix Orthopaedics, Inc.	Term Loan Agreement dated as of April 27, 2015
PFA	Ceterix Orthopaedics, Inc.	Term Loan Agreement dated as of April 27, 2015
PIOP	Ceterix Orthopaedics, Inc.	Term Loan Agreement dated as of April 27, 2015

Exhibit A-4

**Exhibit B
to Agency Agreement**

FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT dated as of [DATE] by [NAME OF ADDITIONAL LENDER], a _____ [corporation] (the "**Additional Lender**") under the Agency Agreement, dated as of January 14, 2016 (as amended, the "**Agreement**"), among Capital Royalty Partners II L.P. ("**CRPII**"), Capital Royalty Partners II – Parallel Fund "A" L.P., Capital Royalty Partners II - Parallel Fund "B" (Cayman) L.P., Capital Royalty Partners II (Cayman) L.P., and Parallel Investment Opportunities Partners II L.P., as Lenders, CRG Servicing LLC, a Delaware limited liability company (together with its successors and assigns, "**CRGS**"), as agent for Lenders (in such capacity, the "**Agent**"), Successor Control Agent and Secured Parties Representative, and CRPII, as Existing Control Agent.

Pursuant to Section 10.14 of the Agreement, the Additional Lender hereby joins the Agreement as a "Lender" for all purposes of the Agreement.

The Additional Lender hereby designates [the Concentration Account as its "Lender Account."][the following account as its "Lender Account":

Bank: [_____]
 [_____]
 [_____]
ABA: [_____]
Account #: [_____]
Account Title: [_____]]

IN WITNESS WHEREOF, the Additional Lender has caused this Joinder Agreement to be duly executed and delivered as of the day and year first above written.

[NAME OF ADDITIONAL LENDER]

By _____

Name:

Title:

FORM OF POWER OF ATTORNEY

Reference is made to the Term Loan Agreement dated as of _____, 201[] (as amended, modified, renewed, extended or replaced from time to time, the “*Loan Agreement*”) with _____, a _____ (the “*Borrower*”) [and certain of its subsidiaries as Subsidiary Guarantors], and the Lenders from time to time party thereto.

Reference is also made to the Agency Agreement dated as of December __, 2015 (the “*Agency Agreement*”), among the Lenders, Capital Royalty Partners II L.P., in its capacity as existing Control Agent for the Lenders, and CRG Servicing LLC, as collateral and administrative agent, Secured Parties Representative and successor Control Agent for the Lenders (in any or all such capacities, “*Agent*”).

All capitalized terms used in this Power of Attorney and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

The undersigned, as a Lender (or general partner of such Lender, in its capacity as general partner) under the Loan Agreement, whose signature appears below, hereby constitutes and appoints **CRG SERVICING LLC**, the undersigned’s true and lawful attorney-in-fact to:

1. execute for and on behalf of the undersigned such Loan Documents as authorized under the Agency Agreement and the Loan Agreement as Agent;
2. do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable as authorized under the Agency Agreement and the Loan Agreement as Agent; and
3. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact’s discretion, but only to the extent authorized under the Agency Agreement and the Loan Agreement as an Agent.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

This Power of Attorney shall remain in full force and effect until **CRG SERVICING LLC** is no longer the Agent on behalf of the undersigned under the Loan Documents, or unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

This Power of Attorney and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the date first written above.

LENDERS:

CAPITAL ROYALTY PARTNERS II L.P.

By CAPITAL ROYALTY PARTNERS II GP
L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II
GP LLC, its General Partner

By _____
Andrei Dorenbaum
Authorized Signatory

CAPITAL ROYALTY PARTNERS II –
PARALLEL FUND “A” L.P.

By CAPITAL ROYALTY PARTNERS II –
PARALLEL FUND “A” GP L.P., its General
Partner

By CAPITAL ROYALTY PARTNERS II –
PARALLEL FUND “A” GP LLC, its
General Partner

By _____
Andrei Dorenbaum
Authorized Signatory

CAPITAL ROYALTY PARTNERS II –
PARALLEL FUND “B” (CAYMAN) L.P.

By CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner

By _____
Andrei Dorenbaum
Authorized Signatory

CAPITAL ROYALTY PARTNERS II (CAYMAN)
L.P.

By CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II
(CAYMAN) GP LLC, its General Partner

By _____
Andrei Dorenbaum
Authorized Signatory

PARALLEL INVESTMENT OPPORTUNITIES
PARTNERS II L.P.

By PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP L.P., its
General Partner

By PARALLEL INVESTMENT
OPPORTUNITIES PARTNERS II GP LLC,
its General Partner

By _____
Nathan Hukill
Authorized Signatory

STATE OF [COLORADO]

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 201_,
by [Andrei Dorenbaum][Nathan Hukill], Authorized Signatory, on behalf of [CAPITAL
ROYALTY PARTNERS II GP LLC,] [CAPITAL ROYALTY PARTNERS II – PARALLEL
FUND “A” GP LLC,] [CAPITAL ROYALTY PARTNERS II (CAYMAN) GP LLC,]
[CAPITAL ROYALTY PARTNERS II (CAYMAN) GP LLC] and [PARALLEL
INVESTMENT OPPORTUNITIES PARTNERS II GP LLC], each a limited liability company.

Notary’s Official Signature

[Notary Seal]

Commission Expiration

AGENT:

CRG SERVICING LLC

By _____
Andrei Dorenbaum
General Counsel

STATE OF [COLORADO]

County of _____

The foregoing instrument was acknowledged before me this __ day of _____, 201_,
by Andrei Dorenbaum, General Counsel of CRG SERVICING LLC, a Delaware limited liability
company, on behalf of the company.

Notary's Official Signature

[Notary Seal]

Commission Expiration

SCHEDULE OF
REGISTERED TRADEMARKS

TRADEMARKS

Country Name	Trademark Name	Status	Classes	Filing Date	Appl No.	Reg. Date	Reg. No.	Next Action	Case No.
Australia									
	NANOSTRING	Registered	1, 5, 9, 42	11/29/2005	1088409	11/29/2005	1088409	Registration renewal due 11/29/2015	3135 3-TM2 001
Canada									
	NANOSTRING	Registered		11/29/2005	1281187	6/3/2010	TMA768716	Registration renewal due 06/03/2025	3135 3-TM2 002
	NCOUNTER	Filed		3/28/2013	1620430			Await confirmation from foreign counsel of the filing of a response to Office Action due 06/02/2014; WSGR sent instructions re same	3135 3-TM2 012
	PROSIGNA	Published		4/23/2013	1623913			Published 01/13/2014, await notice of allowance if no opposition is filed	3135 3-TM2 014
China (People's Republic)									
	NANOSTRING	Filed	1	4/10/2012	10744824			Non-use Cancellation filed against the NANOSTRIP registration, awaiting outcome; request for review of refusal filed; await outcome	3135 3-TM2 008
	NANOSTRING	Registered	5	4/10/2012	10744823	6/21/2013	10744823	Registration renewal due 06/20/2023	3135 3-TM2 009
European Union									
	NANOSTRING	Rejected	1, 5, 9, 42	11/29/2005	4749867				3135 3-TM2 003
	NANOSTRING TECHNOLOGIES (AND DESIGN)	Registered	1, 5, 9, 10, 42, 44	8/30/2007	6238802	8/29/2008	6238802	Registration renewal due 08/30/2017	3135 3-TM2 005
	NCOUNTER	Registered	1, 5, 9	10/1/2012	11229631	2/28/2013	11229631	Registration renewal due 10/01/2022	3135 3-TM2 010
	PROSIGNA	Registered	1, 5, 42	4/25/2013	11768538	9/17/2013	11768538	Registration	3135

sf-3378645

**TRADEMARK
REEL: 006503 FRAME: 0825**

								renewal due 04/25/2023	3- TM2 013
Hong Kong									
	NANOSTRING	Registered	1, 5, 9	3/22/2012	302198403	3/22/2012	302198403	Registration renewal due 03/21/2022	3135 3- TM2 017
Israel									
	NANOSTRING	Filed	1, 5, 9	9/22/2013	259145			Await substantive examination	3135 3- TM2 016
	NCOUNTER	Filed	1, 5, 9	3/28/2013	254482			Await substantive examination	3135 3- TM2 011
	PROSIGNA	Filed	1, 5, 42, 44	4/24/2013	255129			Await substantive examination	3135 3- TM2 015
Japan									
	NANOSTRING	Registered	1, 5, 9, 42	11/29/2005	2005112092	12/7/2007	5096549	Registration renewal due 12/07/2017	3135 3- TM2 004
Korea, Republic of									
	NANOSTRING	Registered	1, 5, 9, 42	3/22/2012	4520121450	6/26/2013	4545270	Registration renewal due 06/26/2023	3135 3- TM2 007
Taiwan									
	NANOSTRING	Filed	1, 5, 9, 42	3/21/2012	101014622			Response to Office Action filed; await decision	3135 3- TM2 006
United States of America									
	INCLARIS	Searched							3135 3- TM1 016
	MIRGE	Searched							3135 3- TM1 012
	MOLECULES THAT COUNT	Abandoned	42	5/21/2007	77186544				3135 3- TM1 009
	MOLECULES THAT COUNT	Registered	5	5/21/2007	77186538	3/31/2009	3599188	Affidavit of Use due 03/31/2015	3135 3- TM1 008
	MOLECULES THAT COUNT	Registered	1	5/21/2007	77186531	3/31/2009	3599187	Affidavit of Use due 03/31/2015	3135 3- TM1 007
	NANOSTRING	Proposed							3135 3- TM1 010
	NANOSTRING	Registered	5	11/22/2006	77049998	10/5/2010	3857158	Affidavit of Use due 10/05/2016	3135 3- TM1 002
	NANOSTRING	Registered	1	11/22/2006	77049982	4/22/2008	3415132	Affidavit of Use due 04/22/2014	3135 3-

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									TM1 001
	NANOSTRING TECHNOLOGI ES	Registered 8/15	42	9/26/2002	76454807	6/19/2007	3254020	Registration renewal due 06/19/2017	3135 3- TM1 003
	NANOSTRING TECHNOLOGI ES (AND DESIGN)	Registered	1, 5, 9, 42	8/11/2010	85105562	4/3/2012	4122496	Affidavit of Use due 04/03/2018	3135 3- TM1 011
	NCOUNTER	Registered	1	9/26/2006	77007708	4/15/2008	3412062	Affidavit of Use due 04/15/2014	3135 3- TM1 004
	NCOUNTER	Registered	5	9/26/2006	77007714	10/12/2010	3861154	Affidavit of Use due 10/12/2016	3135 3- TM1 005
	NCOUNTER	Registered	42	9/26/2006	77007722	4/22/2008	3414964	Affidavit of Use due 04/22/2014	3135 3- TM1 006
	NDESIGN GATEWAY	Searched							3135 3- TM1 018
	NSIGNIA	Searched							3135 3- TM1 017
	NSTUDIO DESIGN	Searched							3135 3- TM1 014
	OPENCODE	Searched							3135 3- TM1 020
	PLEX2	Searched							3135 3- TM1 013
	PROSIGNA	Allowed	1, 5, 42, 44	11/1/2012	85769651			Statement of Use and/or 1st Extension due 06/17/2014	3135 3- TM1 015
	PROSIGNA (stylized and/or with design)	Allowed	1, 5, 42, 44	11/19/2012	85783446			Statement of Use and/or 1st Extension due 06/10/2014	3135 3- TM1 019

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RECORDED: 10/11/2018

TRADEMARK
REEL: 006503 FRAME: 0827