

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL ROYALTY PARTNERS II L.P.		12/26/2018	Limited Partnership: DELAWARE
CAPITAL ROYALTY PARTNERS II (CAYMAN) L.P.		12/26/2018	Limited Partnership: CAYMAN ISLANDS
PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.		12/26/2018	Limited Partnership: DELAWARE
CRG ISSUER 2015-1		12/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VIEWRAY, INC.		
Street Address:	2 THERMO FISHER WAY		
City:	OAKWOOD VILLAGE		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
Name:	VIEWRAY TECHNOLOGIES, INC. (F/K/A VIEWRAY INCORPORATED)		
Street Address:	2 THERMO FISHER WAY		
City:	OAKWOOD VILLAGE		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4778426	MRIDIAN	
Registration Number:	4718232	VIEWRAY	
Registration Number:	4682952	VISIBLY DIFFERENT	
Registration Number:	4682953	VIEWRAY	
Serial Number:	86041992	VIEWRAY	
Serial Number:	86042072	VISIBLY DIFFERENT	
Serial Number:	86042168	VIEWRAY	

OP \$190.00 4778426

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Melony Sot**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1031378 TM**NAME OF SUBMITTER:** Brandon Okun**SIGNATURE:** /Brandon Okun/**DATE SIGNED:** 12/28/2018**Total Attachments: 5**

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) is entered into as of December 26, 2018 by CAPITAL ROYALTY PARTNERS II, L.P., CAPITAL ROYALTY PARTNERS II (CAYMAN) L.P., PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. AND CRG ISSUER 2015-1 (collectively, the “Assignor”), in favor of VIEWRAY INC., a Delaware corporation, and VIEWRAY TECHNOLOGIES, INC., a Delaware corporation (formerly known as VIEWRAY INCORPORATED) (collectively, the “Assignee”). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to such terms in the Term Loan Agreement or Short-Form Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, reference is made to (i) that certain Term Loan Agreement, dated as of June 26, 2015, as amended by Amendment No. 1, dated as of March 24, 2016, by Amendment No. 2, dated as of April 12, 2017, Amendment No. 3, dated as of September 30, 2017, and by Amendment No. 4, dated as of December 31, 2017 (as it may be amended, restated, replaced, supplemented or otherwise modified prior to the date hereof, the “Term Loan Agreement”), among the Assignee, the Subsidiary Guarantors from time to time party hereto, the Assignor and the Lenders from time to time party hereto; (ii) that certain Short-Form Trademark Security Agreement, dated as of June 26, 2015, between the Assignor and the Assignee (“Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, the Assignee granted to the Assignor, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignee’s right, title and interest in, to and under the following, in each case whether then owned or thereafter acquired by the Assignee or in which the Assignee then had or thereafter acquired any right, title or interest and wherever the same may be located (collectively, the “Trademark Collateral”):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached to the Trademark Security Agreement, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2015 at Reel 5563, Frame 0119;

WHEREAS, the Assignor, solely in reliance on the representations, warranties and certifications made pursuant to the Certificate and without independent investigation, has agreed to terminate and release its security interest solely in the Specified Trademarks and Specified Trademark Collateral (as defined below) related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, on behalf of itself, its successors, legal representatives and assigns and any lenders for which the Assignor acted as security or collateral agent, hereby unconditionally terminates, releases, discharges and reassigns to the Assignee fully, without representation, warranty or recourse, its security interest in and continuing lien on all of the Assignee's right, title and interest in, to and under (i) the Specified Trademarks, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (but excluding, for the avoidance of doubt, Proceeds from the sale by the Assignee of the Specified Trademarks as referenced in the Certificate), and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Specified Trademark Collateral").

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office ("USPTO") and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Assignor authorizes and requests that the USPTO record this Release.

The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, and at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Trademark Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all of the Assignee's right, title and interest in, to and under all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Trademark Security Agreement and the Pledge and Security Agreement shall, except as modified by this Release, continue in full force and effect.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES


HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

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IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAPITAL ROYALTY PARTNERS II L.P.

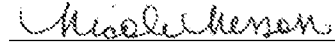
By CAPITAL ROYALTY PARTNERS II GP L.P., its General Partner
By CAPITAL ROYALTY PARTNERS II GP LLC, its General Partner

By  _____
Name: Nathan Hukill
Title: 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  _____
Name: Nathan Hukill
Title: Authorized Signatory

Witness:  _____
Name: Nicole Nesson


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

CRG ISSUER 2015-1

By CRG SERVICING LLC, as Administrator

By  _____
Name: Nathan Hukill
Title: President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

Specified Trademarks

MarkName	Country	Current Owner	Status	Application Date	Application Number	Registered	Registration No.
VIEWRAY	United States	VIEWRAY INCORPORATED	Registered	08/19/2013	86041992	N/A	None
VISIBLY DIFFERENT	United States	VIEWRAY INCORPORATED	Registered	08/19/2013	86042072	N/A	None
VIEWRAY	United States	VIEWRAY INCORPORATED	Registered	08/19/2013	86042168	N/A	None
MRIDIAN	United States	ViewRay Technologies, Inc.	Registered	04/21/2014	86258274	07/21/2015	4778426
VIEWRAY	United States	ViewRay Technologies, Inc.	Registered	08/19/2013	86975676	04/07/2015	4718232
VISIBLY DIFFERENT	United States	ViewRay Technologies, Inc.	Registered	08/19/2013	86975677	02/03/2015	4682952
VIEWRAY	United States	ViewRay Technologies, Inc.	Registered	08/19/2013	86975678	02/03/2015	4682953