

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REFLEXION MEDICAL, INC.		04/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC		
Street Address:	133 North Fairfax Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87274499	REFLEXION	
Serial Number:	88257922	X	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	67855323601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	GREENBERG TRAUIG, LLP		
Address Line 2:	3333 PIEDMONT ROAD, NE, SUITE 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	138179.017200		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	04/26/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 26, 2019, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”), and REFLEXION MEDICAL, INC., a Delaware corporation with an office located at 25841 Industrial Blvd, Suite 275, Hayward, CA 94545 (“**Grantor**”).

RECITALS

WHEREAS, Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of the date hereof (as the same may be, and may have been, amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used and not otherwise defined herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, and to each Lender a security interest in, among other things, certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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

To secure its obligations under the Loan Agreement, among other things, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable 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 or 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 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, extensions and renewals 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.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending, on the date hereof. Grantor hereby covenants to provide prompt notice of (A) any material change in the composition of the Intellectual Property, and (B) any new Copyrights, Trademarks, Patents, or Mask Works of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the security interest granted herein shall terminate in accordance with the terms of the Loan Agreement.

[Signature page follows.]

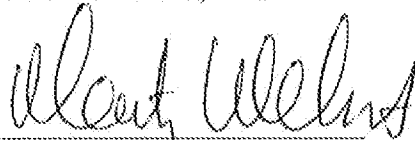
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

25841 Industrial Blvd, Suite 275
Hayward, CA 94545
Attn: Martyn Webster, CFO

REFLEXION MEDICAL, INC.

By: 

Name: MARTYN WEBSTER

Title: CFO

LENDERS AND COLLATERAL AGENT:

Address of Lender and Collateral Agent:

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

OXFORD FINANCE LLC, AS
COLLATERAL AGENT AND AS A
LENDER

By: _____

Name: _____

Title: _____

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:

Address of Grantor:

REFLEXION MEDICAL, INC.

25841 Industrial Blvd, Suite 275
Hayward, CA 94545

Attn: _____

By: _____

Name: _____

Title: _____

LENDERS AND COLLATERAL AGENT:

Address of Lender and Collateral Agent:

OXFORD FINANCE LLC, AS
COLLATERAL AGENT AND AS A
LENDER

133 North Fairfax Street
Alexandria, Virginia 22314
Attn: Legal Department

By:  _____

Name: Joshua Friedman

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	ZL200980108991.2	2/12/2014
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	5580216	7/18/2014
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	8,017,915	9/13/2011
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	ZL201310739317.2	5/24/2017
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	5894974	3/4/2016
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	8,461,538	6/11/2013
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	6046756	11/25/2016
AIA Transition: METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	8,748,825	6/10/2014
AIA Transition: METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	9,205,281	12/8/2015
AIA Transition: METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	9,820,700	11/21/2017
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	ZL201280025934.X	12/7/2016
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2691971	4/25/2018
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2691971	4/25/2018
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2691971	4/25/2018
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2691971	4/25/2018
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2691971	4/25/2018
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	6210972	9/22/2017
AIA Transition: SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	9,283,403	3/15/2016
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	9,649,509	5/16/2017
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	9,694,208	7/4/2017

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SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	9,764,161	9/19/2017
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	10,143,857	12/4/2018
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	10,159,852	12/25/2018
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	201718029212	3/9/2009
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	201718029213	3/9/2009
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	9046/DELNP/2013	3/30/2012
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	16/217,417	12/12/2018
HIGH BANDWIDTH BINARY MULTI-LEAF COLLIMATOR DESIGN	201817000322	6/10/2016
FLUENCE MAP GENERATION METHODS FOR RADIOTHERAPY	2018-547439	3/9/2017
SYSTEMS AND METHODS FOR PATIENT MONITORING FOR RADIOTHERAPY	16/191,131	11/14/2018
SYSTEMS AND METHODS FOR PATIENT MONITORING FOR RADIOTHERAPY	PCT/US2018/061099	11/14/2018
METHODS FOR SETUP CORRECTIONS IN RADIATION THERAPY	62/793,288	1/16/2019
THERMAL COOLING RING FOR RADIATION THERAPY SYSTEM	62/769,269	11/19/2018
BEAM STATION TREATMENT PLANNING AND RADIATION DELIVERY METHODS	16/274,962	2/13/2019
BEAM STATION TREATMENT PLANNING AND RADIATION DELIVERY METHODS	PCT/US2019/017855	2/13/2019
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	09719473.2	3/9/2009
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	7128/DELNP/2010	3/9/2009
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	2018-86520	3/9/2009
METHOD AND APPARATUS FOR EMISSION GUIDED RADIATION THERAPY	15/807,383	11/8/2017
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	201611003974.0	3/30/2012
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	18168947.2	3/30/2012
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2018-019916	3/30/2012
SYSTEMS AND METHODS FOR EMISSION GUIDED RADIATION THERAPY	2018-019917	3/30/2012
SYSTEMS AND METHODS FOR USE IN EMISSION GUIDED RADIATION THERAPY	16/193,725	11/16/2018

HIGH BANDWIDTH BINARY MULTI-LEAF COLLIMATOR DESIGN	201680046898.3	6/10/2016
HIGH BANDWIDTH BINARY MULTI-LEAF COLLIMATOR DESIGN	16808458.0	6/10/2016
HIGH BANDWIDTH BINARY MULTI-LEAF COLLIMATOR DESIGN	2017-563545	6/10/2016
HIGH BANDWIDTH BINARY MULTI-LEAF COLLIMATOR DESIGN	15/179,823	6/10/2016
HIGH RESOLUTION DYNAMIC DETECTOR FOR IMAGING AND DOSIMETRY IN MEGAVOLTAGE RADIATION THERAPY	15/921,219	3/14/2018
SYSTEM FOR EMISSION-GUIDED HIGH-ENERGY PHOTON DELIVERY	15/814,222	11/15/2017
SYSTEM FOR EMISSION-GUIDED HIGH-ENERGY PHOTON DELIVERY	PCT/US2017/061848	11/15/2017
FLUENCE MAP GENERATION METHODS FOR RADIOTHERAPY	201780022728.6	3/9/2017
FLUENCE MAP GENERATION METHODS FOR RADIOTHERAPY	17764132.1	3/9/2017
FLUENCE MAP GENERATION METHODS FOR RADIOTHERAPY	201817037331	3/9/2017
FLUENCE MAP GENERATION METHODS FOR RADIOTHERAPY	16/122,735	3/9/2017
METHODS FOR PET DETECTOR AFTERGLOW MANAGEMENT	16/033,125	7/11/2018
METHODS FOR PET DETECTOR AFTERGLOW MANAGEMENT	PCT/US2018/041700	7/11/2018
SYSTEMS AND METHODS FOR FAULT DETECTION IN EMISSION-GUIDED RADIOTHERAPY	16/100,054	8/9/2018
SYSTEMS AND METHODS FOR FAULT DETECTION IN EMISSION-GUIDED RADIOTHERAPY	PCT/US2018/046132	8/9/2018
RADIATION THERAPY PATIENT PLATFORM	15/814,276	11/15/2017
RADIATION THERAPY PATIENT PLATFORM	PCT/US2017/061855	11/15/2017
RADIATION THERAPY SYSTEMS AND METHODS WITH TUMOR TRACKING	PCT/US2018/025252	3/29/2018
METHODS FOR RADIATION DELIVERY IN EMISSION-GUIDED RADIOTHERAPY	PCT/US2017/061728	11/15/2017
METHODS FOR RADIATION THERAPY QUALITY ASSURANCE AND VERIFICATION	PCT/US2017/058524	10/26/2017
SYSTEMS AND METHODS FOR BIOLOGICAL ADAPTIVE RADIOTHERAPY	16/016,272	6/22/2018
SYSTEMS AND METHODS FOR BIOLOGICAL ADAPTIVE RADIOTHERAPY	PCT/US2018/039104	6/22/2018
METHODS FOR REAL-TIME IMAGE GUIDED RADIATION THERAPY	15/993,325	5/30/2018

METHODS FOR REAL-TIME IMAGE GUIDED RADIATION THERAPY	PCT/US2018/035188	5/30/2018
GRAPHICAL REPRESENTATION OF RADIATION THERAPY	16/046,746	7/26/2018
GRAPHICAL REPRESENTATION OF RADIATION THERAPY	PCT/US2018/043954	7/26/2018
SYSTEMS AND METHODS FOR SHUTTLE MODE RADIATION DELIVERY	16/138,631	9/21/2018
SYSTEMS AND METHODS FOR SHUTTLE MODE RADIATION DELIVERY	PCT/US2018/052272	9/21/2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REFLEXION	87/274,499	12/20/2016
REFLEXION	016555898	8/2/2017
REFLEXION	3524838	4/12/2017
X Design	88/257,922	1/11/2019

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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

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