

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526418

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Navilyst Medical, Inc.		06/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286438	EMBARC	
<b>Registration Number:</b>	3861731	EXODUS	
<b>Registration Number:</b>	3719467	NAVILYST MEDICAL	
<b>Registration Number:</b>	3907588	NAVILYST MEDICAL	
<b>Registration Number:</b>	2257956	PASV	
<b>Registration Number:</b>	2669464	VAXCEL	
<b>Registration Number:</b>	3319458	VAXCEL	
<b>Registration Number:</b>	3363005	XCELA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0163		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		

OP \$215.00 4286438

<b>DATE SIGNED:</b>	06/04/2019
---------------------	------------

**Total Attachments: 4**

source=Confirmatory Grant of Security Interest In United States Trademarks - Navilyst Medical Inc#page1.tif

source=Confirmatory Grant of Security Interest In United States Trademarks - Navilyst Medical Inc#page2.tif

source=Confirmatory Grant of Security Interest In United States Trademarks - Navilyst Medical Inc#page3.tif

source=Confirmatory Grant of Security Interest In United States Trademarks - Navilyst Medical Inc#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 3, 2019 by and from NAVILYST MEDICAL, INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, AngioDynamics, Inc., the Lenders and Grantee have entered into a Credit Agreement dated as of June 3, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain Subsidiaries of AngioDynamics, Inc. have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of June 3, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor, AngioDynamics, Inc. and certain Subsidiaries of AngioDynamics, Inc. have entered into a Pledge and Security Agreement dated as of June 3, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the registered or applied for trademarks, service marks and trade dress listed on Exhibit A attached hereto (the "Trademarks").

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement, or if not defined therein, in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby pledges, assigns and grants to Grantee on behalf of and for the benefit of the Secured Parties a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) the registrations and applications thereof and the goodwill of the business symbolized by the foregoing, (3) all licenses of the foregoing, whether as licensee or licensor, (4) all renewals of the foregoing, (5) all income, royalties, damages and payments now or hereafter payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements and dilutions thereof, (6) all rights to sue for past, present or future infringements and dilutions thereof, including the right to settle suits involving claims and demands for royalties owing, and (7) all rights corresponding to any of the foregoing throughout the world.

(c) Notwithstanding anything to the contrary herein, this Confirmatory Grant and the security interests granted hereby are subject to the limitations set forth in Article II of the Security Agreement (which are incorporated herein *mutatis mutandis* by this reference).

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

\*\*\*\*\*

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

NAVILYST MEDICAL, INC.

By: *Stephen A. Trowbridge*  
Name: Stephen A. Trowbridge  
Title: Senior Vice President and General Counsel

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NAVILYST MEDICAL, INC. – US TRADEMARKS – OWNED								
NO.	MARK / TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER	STATUS	REGISTRATION DATE	REGISTRATION NUMBER	OWNER
1	EMBARC	US	2-Dec-09	77884221	Registered	5-Feb-13	4286438	Navilyst Medical, Inc.
2	EXODUS	US	10-Jun-09	77756659	Registered	12-Oct-10	3861731	Navilyst Medical, Inc.
3	Navilyst Medical	US	13-Jun-08	77498811	Registered	1-Dec-09	3719467	Navilyst Medical, Inc.
4	Navilyst Medical (LOGO)	US	3-Jun-10	85054172	Registered	18-Jan-11	3907588	Navilyst Medical, Inc.
5	PASV	US	6-Oct-97	75368474	Registered	29-Jun-99	2257956	Navilyst Medical, Inc.
6	VAXCEL	US	20-Aug-98	75592102	Registered	31-Dec-02	2669464	Navilyst Medical, Inc.
7	VAXCEL	US	19-Mar-04	78387758	Registered	23-Oct-07	3319458	Navilyst Medical, Inc.
8	XCELA	US	12-Jan-07	77082290	Registered	1-Jan-08	3363005	Navilyst Medical, Inc.