

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endologix, Inc.		02/24/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5880318		
Registration Number:	5396605	ACTIVESEAL	
Registration Number:	4214460	AFX	
Registration Number:	5205176	ANGIOTIP	
Registration Number:	2257799	ENDOLOGIX	
Registration Number:	5306786	EVAS FORWARD	
Registration Number:	4220343	INNOVATION TAKING SHAPE	
Registration Number:	4841631	INNOVATION THAT EMPOWERS	
Registration Number:	5059968	INTELIX	
Registration Number:	3880178	NELLIX	
Registration Number:	2456038	POWERLINK	
Registration Number:	5296578	VELA	
Registration Number:	5968181	ALTO	
Registration Number:	5813888	VERTA	
Registration Number:	5433696	DURAPLY	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/William L. Bartow/
DATE SIGNED:	02/26/2020

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24th day of February, 2020, by and among the Grantor listed on the signature page hereof (“Grantor”), and Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, this Trademark Security Agreement is entered into in connection with that certain Junior Lien Security Agreement, dated as of the date hereof (the “Junior Lien Security Agreement”), pursuant to which Grantor is required to execute and deliver to Agent, for the benefit of the Noteholders, this Trademark Security Agreement; and

WHEREAS, the Noteholders are willing to enter into that certain Exchange Agreement dated as of February 24, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the “Exchange Agreement”) by and among **ENDOLOGIX, INC.**, a Delaware corporation, and the noteholders listed on Schedule A (or their permitted assigns) thereto (such noteholders, together with their respective successors and assigns in such capacity, each, individually, a “Noteholder” and, collectively, the “Noteholders”), but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Noteholders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Junior Lien Security Agreement or, if not defined therein, in the Indenture. This Trademark Security Agreement shall be subject to the rules of construction set forth in Section 6.10 of the Exchange Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Noteholder, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, to the Noteholders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. PROTECTION OF TRADEMARK SECURITY INTEREST BY GRANTOR. The Grantor shall, at its sole cost, reasonable expense and risk, in connection with the operation of its business, comply with the requirements set forth in Section 6.11 of the Junior Lien Security Agreement in respect of the Trademark Collateral.

5. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that:

(a) Schedule I hereto is a true, correct and complete list of all Trademarks and Trademark Intellectual Property Licenses in which the Grantor purports to have an ownership or license interest.

(b) The Grantor has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

(c) If the Grantor amends its name, the Grantor shall provide copies of such amendment documentation to Agent and shall, if necessary, re-register the Grantor's Trademarks and Trademark Intellectual Property Licenses with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as necessary to maintain a perfected security interest in the Trademark Collateral.

6. SECURITY AGREEMENT. The Security Interest in the Collateral granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Noteholders, pursuant to the Junior Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Junior Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Junior Lien Security Agreement, the Junior Lien Security Agreement shall control.

7. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor may unilaterally modify this Trademark Security Agreement by providing an amended Schedule I to the Agent to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

8. NO VIOLATION OF TRANSACTION DOCUMENTS. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the other Transaction Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in any other Transaction Document. "Transaction Documents" shall mean the Security Documents, the Indenture, the Subordination and Intercreditor Agreement and the Exchange Agreement and all attachments and schedules thereto.

9. GRANTOR'S RIGHTS TO ENFORCE TRADEMARKS. Prior to Agent's giving of notice to Grantor following the occurrence and during the continuance of an Event of Default, the Grantor shall have the exclusive right to sue for past, present and future infringement of the Trademark Collateral, including the right to seek injunctions and/or money damages, in an effort by the Grantor to protect the Trademark Collateral against encroachment by third parties, provided, however, that:

(a) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute Trademark Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied in accordance with the Junior Lien Security Agreement and the Subordination and Intercreditor Agreement.

(c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to the Grantor may terminate or limit the Grantor's rights under this Section 9.

10. RIGHTS UPON DEFAULT. Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Junior Lien Security Agreement.

11. NO LIMITATION; TRANSACTION DOCUMENTS. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted to Agent with respect to the Trademark Collateral with the United States Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of the Noteholders, under the Junior Lien Security Agreement and the other Transaction Documents. The other Transaction Documents (and all rights and remedies of Grantor, Agent, and Noteholders thereunder) shall remain in full force and effect in accordance with their terms.

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12. TERMINATION; RELEASE OF TRADEMARK COLLATERAL. This Trademark Security Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations have been Paid in Full. Upon termination of this Trademark Security Agreement, Agent shall, at the reasonable expense of the Grantor, take such actions required by the the Junior Lien Security Agreement or as otherwise reasonably requested by Grantor to release its security interest in the Trademark Collateral.

13. BINDING EFFECT; BENEFITS. This Trademark Security Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Noteholders and their respective successors and assigns.

14. COUNTERPARTS. This Trademark Security Agreement is a Transaction Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

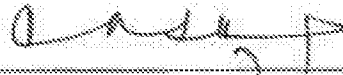
15. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN ARTICLE 8 OF THE JUNIOR LIEN SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ENDOLOGIX, INC., a Delaware corporation

By: 
Name: Vaseem Mahboob
Title: Chief Financial Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND ACKNOWLEDGED BY:

Wilmington Trust, National Association, as
Collateral Agent

AGENT:

By: 
Name: Hallie E. Field
Title: Vice President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[Attached]

Trademarks

Grantor	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
Endologix, Inc.	U.S.		86/854470	12/18/15	5880318	10/08/19
Endologix, Inc.	U.S.	ACTIVESEAL	85/518,608	01/17/12	5396605	02/06/18
Endologix, Inc.	U.S.	AFX	85/069,068	06/22/10	4214460	09/25/12
Endologix, Inc.	U.S.	ANGIOTIP	85/767055	10/30/12	5205176	05/16/17
Endologix, Inc.	U.S.	DURAPLY	86/362822	08/11/14	5433696	3/27/18
Endologix, Inc.	U.S.	ENDOLOGIX	75/323,314	07/11/97	2257799	06/29/99
Endologix, Inc.	U.S.	EVAS FORWARD	86/116940	11/12/13	5306786	10/10/17
Endologix, Inc.	U.S.	INNOVATION TAKING SHAPE	85/369,728	07/12/11	4220343	10/09/12
Endologix, Inc.	U.S.	INNOVATION THAT EMPOWERS	85/514516	01/11/12	4841631	10/27/15
Endologix, Inc.	U.S.	INTELIX	86/316249	06/20/14	5059968	10/11/16
Endologix, Inc.	U.S.	NELLIX	77/090544	01/24/07	3880178	11/23/10
Endologix, Inc.	U.S.	POWERLINK	75/658,969	03/12/99	2456038	05/29/01
Endologix, Inc.	U.S.	VELA	85/857988	02/22/13	5296578	09/26/17

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Endologix, Inc.	Argentina		3514846	06/16/16	2888199	05/19/17
Endologix, Inc.	Argentina		3514845	06/16/16	2888198	05/19/17
Endologix, Inc.	Argentina		3514844	06/16/16	2977505	02/27/19
Endologix, Inc.	Argentina		3514842	06/16/16	2888196	05/19/17
Endologix, Inc.	Argentina	AFX	3064304	01/27/11	2496722	04/04/12
Endologix, Inc.	Argentina	DURAPLY	3386456	02/11/15	2773735	12/09/15
Endologix, Inc.	Argentina	INTELIX	3375648	12/19/14	2766285	12/04/15
Endologix, Inc.	Argentina	INTELIX	3375649	12/19/14	2766286	11/04/15
Endologix, Inc.	Argentina	INTELIX	3375650	12/19/14	2766287	11/04/15
Endologix, Inc.	Argentina	NELLIX	3243024	05/02/13	2658594	06/26/14
Endologix, Inc.	Argentina	VELA	3271551	08/22/13	2808433	06/03/16
Endologix, Inc.	Argentina	XPAND	3072929	03/16/11	2506706	06/01/12

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Endologix, Inc.	Australia		1326557	06/14/16	1326557	04/24/17
Endologix, Inc.	Australia	DURAPLY	1710503	02/10/15	1710503	11/04/15
Endologix, Inc.	Australia	INTELIX	1247823	12/19/14	1247823	11/25/16
Endologix, Inc.	Brazil		911.201.521	06/17/16	911.201.521	06/19/18
Endologix, Inc.	Brazil		911.201.572	06/17/16	911.201.572	06/19/18
Endologix, Inc.	Brazil		911.201.599	06/17/16	911.201.599	06/19/18
Endologix, Inc.	Brazil		911.201.602	06/17/16	911.201.602	06/19/18
Endologix, Inc.	Brazil	ACTIVESEAL	909861684	08/20/15	909861684	01/02/18
Endologix, Inc.	Brazil	AFX	912186283	01/19/17	912186283	10/16/18
Endologix, Inc.	Brazil	DURAPLY	909861722	08/20/15	909861722	06/19/18
Endologix, Inc.	Brazil	INTELIX	909861749	08/20/15	909861749	01/02/18
Endologix, Inc.	Brazil	INTELIX	909861765	08/20/15	909861765	01/02/18

Endologix, Inc.	Brazil	INTELIX	909861773	08/20/15	909861773	01/02/18
Endologix, Inc.	Brazil	NELLIX	840506538	05/06/13	840506538	02/16/16
Endologix, Inc.	Canada	DURAPPLY	1714718	02/10/15	TMA1040289	07/11/19
Endologix, Inc.	Canada	INTELIX	1707569	12/17/14	TMA1034120	07/02/19
Endologix, Inc.	Canada	VELA	1640416	08/21/13		
Endologix, Inc.	Chile	XPAND	1137099	12/30/14	1187135	11/27/15
Endologix, Inc.	China		1326551	06/14/16	1326551	01/30/2020
Endologix, Inc.	China	DURAPPLY	1257411	02/10/15	1257411	02/10/15
Endologix, Inc.	China	INTELIX	1247823	12/19/14	1247823	12/19/14
Endologix, Inc.	Colombia	AFX	16-133051	05/11/16	623031.	05/06/2019
Endologix, Inc.	Colombia	ENDOLOGIX	16-121402	05/11/16	582446	11/17/17
Endologix, Inc.	Colombia	XPAND	1246435	12/26/14	1246435	12/26/14
Endologix, Inc.	European Community	AFX	009609884	12/20/10	009609884	12/01/11
Endologix, Inc.	European Community	ANGIOTIP	011780129	04/30/13	011780129	09/24/13
Endologix, Inc.	European Community	CLASSICAL REMODELING	4598728	08/19/05	4598728	08/02/06
Endologix, Inc.	European Community	DURAPPLY	1257411	02/10/15	1257411	02/10/15

Endologix, Inc.	European Community	ENDOLOGIX, INC.	720649	01/12/98	720649	01/12/98
Endologix, Inc.	European Community	INTELIX	13361399	10/15/14	13361399	08/20/18
Endologix, Inc.	European Community	INTUTRAK	7453401	11/28/08	7453401	09/21/09
Endologix, Inc.	European Community	INTUTRAK DELIVERY SYSTEM	7513302	12/23/08	7513302	07/21/09
Endologix, Inc.	European Community	NELLIX	011771011	04/26/13	011771011	09/18/13
Endologix, Inc.	European Community	POWERLINK XL	5002977	03/22/06	5002977	04/11/07
Endologix, Inc.	European Community	VISIFLEX DELIVERY SYSTEM	5075528	04/24/06	5075528	04/16/07
Endologix, Inc.	European Community	VISIFLEX SURE PASS	5749338	02/28/07	5749338	01/31/08
Endologix, Inc.	European Union		1326551	06/14/16	1326551	06/12/17
Endologix, Inc.	Hong Kong	DURAPLY	303301280	02/15/15	303301280	10/05/15
Endologix, Inc.	Hong Kong	INTELIX	303240954	12/18/14	303240954	09/07/16

Endologix, Inc.	Japan		1326551	06/14/16	1326551	05/02/17
Endologix, Inc.	Japan	ACTIVESEAL	2015-078597	08/17/15	5857166	06/10/16
Endologix, Inc.	Japan	AFX	2015-078596	08/17/15	5824704	02/05/16
Endologix, Inc.	Japan	DURAPLY	1257411	02/10/15	1257411	01/19/16
Endologix, Inc.	Japan	ENDOLOGIX, INC.	1155/1998	01/12/98	4352035	01/14/00
Endologix, Inc.	Japan	INTELIX	1247823	12/19/14	1247823	10/27/15
Endologix, Inc.	Japan	NELLIX	2013-031634	04/25/13	5613989	09/06/13
Endologix, Inc.	Japan	VELA	2013-6/4901	08/21/13	6101928	11/30/18
Endologix, Inc.	Japan	VISIFLEX DELIVERY SYSTEM	2006-035170	04/17/06	4974084	07/28/06
Endologix, Inc.	Japan	VISIFLEX SUREPASS	2007-017236	02/28/07	5066349	07/27/07
Endologix, Inc.	Korea	DURAPLY	1257411	02/10/15	1257411	02/10/15
Endologix, Inc.	Korea	INTELIX	1247823	12/19/14	1247823	06/13/16
Endologix, Inc.	Malaysia	DURAPLY	2015052019	02/11/15	2015052019	12/29/16
Endologix, Inc.	Malaysia	INTELIX	2014069128	12/18/14	2014069128	04/22/16
Endologix, Inc.	Malaysia	INTELIX	2014069135	12/18/14	2014069135	05/10/16
Endologix, Inc.	Mexico	XPAND	1246435	12/26/14	1246435	07/26/16

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Endologix, Inc.	New Zealand	DURAPLY	1024501	02/10/15	1024501	12/02/15
Endologix, Inc.	New Zealand	INTELIX	1247823	12/19/14	1019974	09/27/16
Endologix, Inc.	Peru	XPAND	601318	12/29/14	00223114	04/22/15
Endologix, Inc.	Singapore	DURAPLY	40201513229	02/10/15	40201513229	01/06/16
Endologix, Inc.	Singapore	INTELIX	40201508694	12/19/14	40201508694	11/11/15
Endologix, Inc.	Taiwan	DURAPLY	104008448	02/11/15	1764288	04/16/16
Endologix, Inc.	Taiwan	INTELIX	103072703	12/18/14	1740066	11/16/15
Endologix, Inc.	Thailand	DURAPLY	973443	02/11/15	171110590	09/28/17
Endologix, Inc.	Thailand	INTELIX	966979	12/19/14		
Endologix, Inc.	Thailand	INTELIX	966980	12/19/14		
Endologix, Inc.	Venezuela	XPAND	20754-14	12/30/14	P352404	06/07/16
Endologix, Inc.	Vietnam	DURAPLY	1257411	02/10/15	1257411	11/03/16
Endologix, Inc.	Vietnam	INTELIX	1247823	12/19/14	1247823	05/21/15
Endologix, Inc.	U.S.	ALTO	87/906,099	5/3/2018	5,968,181	1/21/2020
Endologix, Inc.	U.S.	VERTA	87/116,482	7/26/2016	5,813,888	7/23/2019

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