

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569541

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Xoft, Inc.		03/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>Internal Address:</b>	Attn: Loan Operations		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86476815	XFLEX	
<b>Serial Number:</b>	85780989	ELECTRONIC BRACHYTHERAPY SYSTEM	
<b>Serial Number:</b>	85081466	EBX	
<b>Serial Number:</b>	77267570	FLEXISHIELD	
<b>Serial Number:</b>	76611747	XOFT	
<b>Serial Number:</b>	76617614	AXXENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<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>Phone:</b>	619-699-2700		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street, Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	03/30/2020		

CH \$165.00 86476815

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 30, 2020, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and XOFT, INC., a Delaware corporation, ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Lender and Grantor, and the other parties thereto. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

**[Balance of Page Intentionally Left Blank]**

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

**GRANTOR:**

XOFT, INC., a Delaware corporation

By: 

Name: Michael Klein

Title: CEO

Address for Notices:

Attn: Michael Klein  
98 Spit Brook Road, Suite 100  
Nashua, NH 03062

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

TRADEMARK

REEL: 006902 FRAME: 0755

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

**GRANTOR:**

XOFT, INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:  
Attn: Richard Christopher  
101 Nicholson Lane  
San Jose, CA 95134

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]

Name: Bill Wickste

Title: Senior Director, Commercial Banking

Address for Notices:  
Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

**[Signature Page to Intellectual Property Security Agreement]**

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
XFLEX	86476815	4974108		12/10/14
ELECTRONIC BACHYTHERAPY SYSTEM	85780989	4364568		11/16/12
EBX	85081466	4126180		07/09/10
FLEXSHIELD	77267570	3426315		08/29/07
XOFT	76611747	3177488		09/16/04
AXXENT	76617614	3151376		10/26/04

## EXHIBIT C

### PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Vascular X-Ray probe	6319188		Issued	11/20/01
Radiation for inhibiting hyperplasia after intravascular intervention	6390967		Issued	05/21/02
Combination X-Ray radiation and drug delivery devices and methods for inhibiting hyperplasia	6537195		Issued	03/25/03
Miniature X-Ray tube with micro cathode	6987835		Issued	01/17/06
High voltage cable for a miniature X-Ray tube	6989486		Issued	01/24/06
Combination ionizing radiation and radiosensitizer delivery devices and methods for inhibiting hyperplasia	7018371		Issued	03/28/06
Combination ionizing radiation and immunomodulator delivery devices and methods for inhibiting hyperplasia,	7041046		Issued	05/09/06
Miniature X-Ray tube cooling system	7127033		Issued	10/24/06
Extractor cup on a miniature X-Ray tube,	7130380		Issued	10/31/06
Extractor cup on a miniature X-Ray tube	7130381		Issued	10/31/06
Anode assembly for an X-Ray tube	7158612		Issued	01/02/07
Method for radiation treatment	7322929		Issued	01/29/08
Gynecological brachytherapy applicator and system	7338430		Issued	03/04/08
Treatment of age-related macular degeneration	7351193		Issued	04/01/08
Real time verification in radiation treatment	7513861		Issued	04/07/09
Gross pathology breast map	7571728		Issued	08/11/09
Brachytherapy applicator for delivery and assessment of low-level ionizing radiation therapy and methods of use	7578780		Issued	08/25/09
Customized gynecological brachytherapy applicator and method	7678040		Issued	03/16/10
Radiation therapy apparatus with selective shielding capability	7686755		Issued	03/30/10
Radiation blocking patch for radio-therapy	7726318		Issued	06/01/10
Balloon brachytherapy applicator and method	7727137		Issued	06/01/10
Customized gynecological	7744521		Issued	06/29/10



brachytherapy applicator and method				
Method and apparatus for modifying distance from a brachytherapy radiation source to sensitive anatomical structures	7771340		Issued	08/10/10
Radiation treatment using X-Ray source	7783006		Issued	08/24/10
Brachytherapy applicator	7815561		Issued	10/19/10
Method for modifying skin distance from a brachytherapy balloon applicator	8114005		Issued	02/14/12
Method for adaptive radiation treatment of breast tissue surrounding a cancer resection cavity of arbitrary shape	8262555		Issued	09/11/12
Applicators and methods for intraoperative treatment of proliferative diseases of the breast	8303476		Issued	11/06/12
Radiation treatment using X-Ray source	7885382		Issued	02/08/11
Endoscopic/Percutaneous electronic radiation applicator and method of use	7914434		Issued	03/29/11
Everting gynecological brachytherapy applicator and method	7914435		Issued	03/29/11
Gynecological brachytherapy applicator and system	7918778		Issued	04/05/11
Proportional attenuation of radiation in brachytherapy treatment	8062203		Issued	11/22/11
Apparatus and methods for radiation treatment of tissue surfaces	8374313		Issued	02/12/13
Brachytherapy apparatus and method for use with minimally invasive surgeries of the lung	8409070		Issued	04/02/13
Applicator for radiation treatment of a cavity		10683885		10/10/03
Combination ionizing radiation and radiosensitizer delivery devices and methods for inhibiting hyperplasia,		11009501		12/10/04
Lightweight radiation absorbing shield		11233921		09/22/05
HDR adapter for electronic radiation source applicator		11323347		12/30/05
Radiation therapy apparatus with selective shielding capability		11471013		06/19/06
Treatment of lesions or imperfections in mammalian skin or near-skin tissues or in or near other anatomic surfaces		11607811		12/01/06
Active drainage system for use in defined natural or surgically created body cavities or lumina		11639495		12/15/06
Everting gynecological brachytherapy applicator		11811069		06/07/07

Brachytherapy apparatus and method using rotating radiation source		11925200		10/26/07
Adjuvant brachytherapy apparatus and method for use with kyphoplasty		12070176		02/14/08
Vaginal applicator for brachytherapy treatment of vaginal and endometrial disease		12075120		03/05/08
Brachytherapy apparatus and method using off-center radiation source		12082492		04/10/08
Applicators for brachytherapy treatment		12220717		07/25/08
Treatment of lesions or imperfections in skin, near-skin or in other anatomic tissues, including under direct visualization		12284289		09/19/08
Radiation sensor arrays for use with brachytherapy		12321593		01/21/09
Endoscopic/percutaneous electronic radiation applicator and delivery system		11481244		07/03/06
Applicators for brachytherapy treatment		12220717		07/25/08
Proportional attenuation of radiation in Brachytherapy treatment	9055972			06/16/15
Application and methods for intraoperative treatment of proliferative diseases of the breast	8529427			09/10/13
Lightweight radiation absorbing shield	8354658			01/15/13
Apparatus and methods for radiation treatment of tissue surfaces	8675815			03/18/14