

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING IV TRUST (as successor by assignment from MidCap Funding X Trust, as successor by assignment from MidCap Funding IV Trust, as successor by assignment from MidCap Financial Trust)		05/14/2021	Statutory Trust: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ACCURAY INCORPORATED
<b>Street Address:</b>	1310 Chesapeake Terrace
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94089
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	5312248	PRECISEART
<b>Registration Number:</b>	5312249	PRECISERTX
<b>Registration Number:</b>	5365442	IDMS

## CORRESPONDENCE DATA

## Fax Number:

*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:** 8004945225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** JAY DASILVA  
**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1375615 TM REL E
<b>NAME OF SUBMITTER:</b>	Sonya Jackman

TRADEMARK

<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	05/20/2021
<b>Total Attachments: 4</b> source=E - #94574281v1 - (Release of Security Interest in Trademarks (Supplemental))#page2.tif source=E - #94574281v1 - (Release of Security Interest in Trademarks (Supplemental))#page3.tif source=E - #94574281v1 - (Release of Security Interest in Trademarks (Supplemental))#page4.tif source=E - #94574281v1 - (Release of Security Interest in Trademarks (Supplemental))#page5.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

May 14, 2021

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 14, 2021 (“Effective Date”) by and between MIDCAP FUNDING IV TRUST, a Delaware statutory trust (as successor by assignment from MidCap Funding X Trust, as successor by assignment from MidCap Funding IV Trust, as successor by assignment from MidCap Financial Trust), in its capacity as administrative agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, “Grantee”), and ACCURAY INCORPORATED, a Delaware corporation (the “Grantor”).

**WHEREAS**, Grantor, Tomotherapy Incorporated, Grantee and Lenders are parties to that certain Credit and Security Agreement dated December 15, 2017 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extensions of credit to Grantor by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other Financing Documents executed by Grantor in favor of Grantee, Grantor previously granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office (“PTO”) or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “Trademarks”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “Trademark Licenses”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement (i) through (v), collectively the “Trademark Assets”);

**WHEREAS**, pursuant to the terms and conditions of that certain Supplement to Trademark Security Agreement by and between Grantor and Grantee, dated May 1, 2018 (as the same may have been further amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lender, among other things, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademark Assets, including each Trademark License and Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

**WHEREAS**, the Trademark Security Agreement was recorded with the PTO on July 12, 2018 at Reel 6378, Frame 0464;

**WHEREAS**, Grantor, Tomotherapy Incorporated, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor's request, agreed to release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, discharges, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

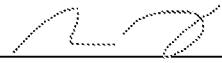
*[Signature Page Follows]*

**GRANTEE:**

**MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (as successor by assignment to MidCap Funding X Trust, as successor by assignment to MidCap Funding IV Trust, as successor by assignment to MidCap Financial Trust)

By: Apollo Capital Management, L.P.  
Its: Investment Manager

By: Apollo Capital Management, GP, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Maurice Amsellem  
Authorized Signatory

**SCHEDULE A**

**TRADEMARK/SERVICEMARK REGISTRATIONS**

**United States Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registrant</b>	<b>Registration Date</b>
PRECISEART	5312248	Accuray Incorporated	October 17, 2017
PRECISERTX	5312249	Accuray Incorporated	October 17, 2017
IDMS	5365442	Accuray Incorporated	December 26, 2017