

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872623

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900827178		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATRICURE, INC.		01/05/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN		
Internal Address:	FLOOR L2, IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3142212	ISOLATOR	
Registration Number:	5471118	FLEX·V	
Registration Number:	5688666	TRAC-AF	
Registration Number:	5835437	CRYOSPHERE	
Registration Number:	6062467	ACT AGAINST AFIB	
Registration Number:	6839808	ISOLATOR SYNERGY ENCOMPASS	
Registration Number:	6880364	ENCOMPASS	
Registration Number:	3477330	VISITRAX	
Registration Number:	3670662	NUMERIS	
Registration Number:	4518068	EPI-SENSE	
Registration Number:	5018972	CRYOFORM	
Registration Number:	5018977	CRYOICE CRYOFORM	
Registration Number:	5094066	ATRICURE	
Registration Number:	5177042	NCONTACT	
Registration Number:	5237683	ATRICLIP PRO2	
Registration Number:	5453909	ATRICLIP PRO·V	
Registration Number:	5453910	PRO·V	

Property Type	Number	Word Mark
Registration Number:	2708992	ATRICURE
Registration Number:	3455055	COOLRAIL
Registration Number:	3573736	ATRICLIP
Registration Number:	3788532	GILLINOV-COSGROVE
Registration Number:	3986413	SYNERGY ACCESS
Registration Number:	3993674	CRYOICE
Registration Number:	4351248	ATRICLIP PRO
Registration Number:	4409688	COBRA

CORRESPONDENCE DATA

Fax Number: 5135796457

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: 5135796404

Email: SBERTEN@KMKLAW.COM

Correspondent Name: SAMANTHA BERTEN, Keating Muething & Klek

Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Samantha Berten

SIGNATURE: /Samantha Berten/

DATE SIGNED: 01/31/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of January 5, 2024 (this “Agreement”), between ATRICURE, INC., a Delaware corporation (the “Grantor”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders to the Credit Agreement referred to below.

Reference is made to (a) that certain Credit Agreement dated as of January 5, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ATRICURE, INC., a Delaware corporation (the “Company”), ATRICURE, LLC, a Delaware limited liability company (together with the Company, the “Borrowers”), the additional Grantors party thereto from time to time, the Lenders and the Administrative Agent, and (b) that certain Pledge and Security Agreement dated as of January 5, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrowers, the other Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. To secure the prompt and complete payment or performance of the Secured Obligations, the Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the portion of the Collateral consisting of (i) United States Trademarks (including those Trademark registrations and applications listed on Schedule I hereto), whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, (ii) all renewals and extensions of the foregoing, (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and (iv) all rights related to the foregoing throughout the world (collectively, the “Trademark Collateral”); provided, however, that the Trademark Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and shall terminate in accordance with Section 8.14 thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Agreement that is an Electronic Signature (as defined in the Credit Agreement) transmitted by facsimile,

emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.


SECTION 5. Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT A SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATRICURE, INC.,
as Grantor

By: 
Name: Angela L. Wirick
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008332 FRAME: 0742

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATRICURE, INC.,
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: David Antoine _____
Name: David Antoine
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademark Registrations and Applications

Trademark	Registration No.	Serial No.	Record Owner
ISOLATOR	3,142,212	78741422	Atricure Inc.
FLEX·V	5,471,118	87440917	AtriCure, Inc.
TRAC-AF	5,688,666	87689005	AtriCure, Inc.
CRYOSPHERE	5,835,437	87688990	AtriCure, Inc.
ACT AGAINST AFIB	6,062,467	88533472	AtriCure, Inc.
ISOLATOR SYNERGY ENCOMPASS	6,839,808	88504031	AtriCure, Inc.
ENCOMPASS	6,880,364	88503952	AtriCure, Inc.
VISITRAX	3,477,330	77084259	AtriCure, Inc.
NUMERIS	3,670,662	77528479	AtriCure, Inc.
EPI-SENSE	4,518,068	85245168	AtriCure, Inc.
CRYOFORM	5,018,972	86664564	AtriCure, Inc.
CRYOICE CRYOFORM	5,018,977	86665469	AtriCure, Inc.
ATRICURE	5,094,066	86848100	AtriCure, Inc.
NCONTACT	5,177,042	86645892	AtriCure, Inc.
ATRICLIP PRO2	5,237,683	86783654	AtriCure, Inc.
ATRICLIP PRO·V	5,453,909	86698660	AtriCure, Inc.
PRO·V	5,453,910	86698679	AtriCure, Inc.
ATRICURE	2,708,992	76393944	AtriCure, Inc.
COOLRAIL	3,455,055	77222333	AtriCure, Inc.
ATRICLIP	3,573,736	77367229	AtriCure, Inc.
GILLINOV-COSGROVE	3,788,532	77723185	AtriCure, Inc.
SYNERGY ACCESS	3,986,413	77839210	AtriCure, Inc.
CRYOICE	3,993,674	85197548	AtriCure, Inc.
ATRICLIP PRO	4,351,248	85572959	AtriCure, Inc.
COBRA	4,409,688	85686413	AtriCure, Inc.