

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TM151860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VMRAY GMBH		02/23/2024	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
RECEIVING PARTY DATA			
Company Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	150 Cheapside		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 6ET		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87816856	VTI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	(650)843-5801		
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1130		
ATTORNEY DOCKET NUMBER:	313569-1015		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	Jennifer Gu		
DATE SIGNED:	02/26/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of February 23, 2024, between CANADIAN IMPERIAL BANK OF COMMERCE ("Bank") and the undersigned grantor ("Grantor").

RECITALS

- A. Bank and Grantor are entering into a Facility Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Facility Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Facility Agreement.
- B. The Grantor has provided Security in favor of Bank to secure the Grantor's obligations under the Facility Agreement, such Transaction Security including without limitation, all of Grantor's IP Rights.
- C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Facility Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the obligations, Grantor grants Bank a security interest in all of Grantor's right, title and interest in its IP Rights. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C, respectively, are complete and accurate as of the date hereof.
2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any IP Rights of Grantor which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new IP Rights of Grantor with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
3. This Agreement is a Finance Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

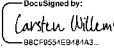
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

VMRay GmbH
Suttner-Nobel-Allee 7,
44803 Bochum, Germany

GRANTOR:

VMRAY GMBH

By:  _____
Name: Dr. Carsten Willems
Title: Managing Director

By: _____
Name: Dr. Ralf Hund
Title: Managing Director

Address of Bank:

Canadian Imperial Bank of Commerce
150 Cheapside, London, EC2V 6ET
Attention: sean.duffy@cibc.co.uk

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Sean Duffy
Title: Managing Director

By: _____
Name: Charlotte Goggin
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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8042F81D638E400

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Attention: sean.duffy@cibc.co.uk

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Sean Duffy

Title: Managing Director

By: _____

Name: Charlotte Goggin

Title: Director

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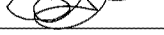
BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Sean Duffy

Title: Managing Director

By:  _____

Name: Charlotte Goggin

Title: Director

EXHIBIT A
COPYRIGHTS

None.

7026792/3/20058.000

EXHIBIT B
PATENTS

None.

7026792/3/20058.000

EXHIBIT C
TRADEMARKS

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner Name
VTI	United States of America	Registered	87816856	March 1, 2018	5731226	April 23, 2019	VMRay GmbH
ITM	United States of America	Registered	79251534	August 31, 2018	6343997	May 11, 2021	VMRay GmbH
VMRAY	United States of America	Registered	79195922	June 9, 2016	5283180	September 12, 2017	VMRay GmbH