

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO IPSA		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALIL MEDICAL LTD.		09/27/2013	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85446537	CAUTER-ICE	
Registration Number:	4147848	ICEEDGE	
Registration Number:	4159065	VISUAL ICE	
Registration Number:	4169198	VISUAL-ICE	
Registration Number:	3634112	ICESEED	
Registration Number:	3562388	ICESPHERE	
Serial Number:	86045132	I-FLOW	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$190.00 85446537

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F146536
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	09/27/2013

**Total Attachments: 7**

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## FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") is made as of the 27<sup>th</sup> day of September, 2013, by and between **GALIL MEDICAL LTD.**, a company registered under the laws of Israel, with offices located at Tavor 1 Building, Industrial Park, P.O. Box 224, Yokneam 20692 Israel ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "Agent") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

### W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 28, 2012, forwarded same for filing with the United States Patent and Trademark Office (as amended, hereinafter, the "IP Agreement") in favor of the Agent, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Agent in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Agent.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto the Intellectual Property Collateral set forth on Exhibit B, annexed hereto and incorporated herein by reference.
4. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. As required by the IP Agreement, the Grantor shall reimburse the Agent for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.
- d. Each provision of this Intellectual Property Security Agreement is severable from every other provision in determining the enforceability of any provision.
- e. This Intellectual Property Security Agreement may be executed and delivered by exchanging original signed counterparts, or signed counterparts by facsimile or other electronic means, or a combination of the foregoing, and this Intellectual Property Security Agreement shall be fully effective if so executed and delivered.
- f. California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

**GALIL MEDICAL LTD.**, a company registered under the laws of Israel

Tavor 1 Building, Industrial Park  
P.O. Box 224, Yokneam  
20692 Israel

By: Elissa Lindsoe  
Title: CFO

Attn: Elissa Lindsoe

AGENT:

Address of Agent:

**SILICON VALLEY BANK**

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

Attn: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Tavor 1 Building, Industrial Park  
P.O. Box 224, Yokneam  
20692 Israel

Attn: \_\_\_\_\_

**GALIL MEDICAL LTD.**, a company  
registered under the laws of Israel

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

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

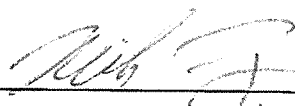
AGENT:

Address of Agent:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Nick Honigman

**SILICON VALLEY BANK**

By: 

Title: Jill Kesseloont

**Exhibit A**

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Application Date</u>
MULTIPLE SENSOR DEVICE FOR MEASURING TISSUE TEMPERATURE DURING THERMAL TREATMENT	8,348,855	01/08/2013

Exhibit B

U.S. FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CAUTER-ICE	<u>85446537</u>	<u>10/13/2011</u>
IceEDGE	<u>4147848</u>	<u>05/22/2012</u>
VISUAL❄️ICE	<u>4159065</u>	<u>06/12/2012</u>
Visual-Ice	<u>4169198</u>	<u>07/03/2012</u>
ICESEED	<u>3634112</u>	<u>06/09/2009</u>
ICESPHERE	<u>3562388</u>	<u>01/13/2009</u>



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>i-Flow</b>	<u>86045132</u>	<u>08/22/2013</u>