

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SuperDimension Ltd.	07/06/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Oxford Finance LLC
<b>Street Address:</b>	133 North Fairfax Street
<b>City:</b>	Alexandria
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22314

**PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	13157283
Application Number:	13161410
Patent Number:	7969143
Application Number:	61501931

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Co.-J. Paterson  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

<b>ATTORNEY DOCKET NUMBER:</b>	841964-25
<b>NAME OF SUBMITTER:</b>	Jean Paterson

Total Attachments: 7

**501594364**

**PATENT  
 REEL: 026589 FRAME: 0988**

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**SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of the 6<sup>th</sup> day of July, 2011, by and between (a) **OXFORD FINANCE LLC**, a Delaware limited liability company (as successor in interest to **OXFORD FINANCE CORPORATION**, a Delaware corporation) with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent ("**Agent**"), for the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined below) (the "**Lenders**"), and (b) **SUPERDIMENSION LTD.**, a company incorporated under the laws of the State of Israel ("**Grantor**") 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, Grantor executed and delivered an Intellectual Property Security Agreement dated as of March 31, 2010 as amended by the First Amendment to Intellectual Property Security Agreement dated April 28, 2011 (as amended, the "**IP Agreement**"), pursuant to which Grantor granted and pledged to Agent, for the ratable benefit of the Lenders, and to each Lender, a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral described therein; and

WHEREAS, 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 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. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

New York law governs this Amendment without regard to principles of conflicts of law. Grantor, Lenders and Agent each submit to the exclusive jurisdiction of the State and Federal courts in the City of New York, Borough of Manhattan. NOTWITHSTANDING THE FOREGOING, AGENT AND LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT AND LENDERS DEEM NECESSARY OR APPROPRIATE TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE AGENT'S AND LENDERS' RIGHTS AGAINST GRANTOR OR ITS PROPERTY. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints, and other process issued in such

action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Grantor at the address set forth in Section 10 of the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantor's actual receipt thereof or three (3) days after deposit in the U.S. mails, first class, registered or certified mail return receipt requested, proper postage prepaid.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR, AGENT, AND LENDERS EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AMENDMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AMENDMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

5. Counterparts. This Amendment 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.
6. Miscellaneous. This security interest is granted in conjunction with the security interest granted by Grantor to the Agent and the Lenders under certain of the Loan Documents. The rights and remedies of the Agent and the Lenders with respect to the security interest granted hereby are as set forth in the Loan Documents, and those which are now or hereafter available to the Agent and the Lenders as a matter of law or equity. Each right, power and remedy of the Agent and the Lenders provided for in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by the Agent and the Lenders of any one or more of the rights, powers or remedies provided for in the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Agent or any Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

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

GRANTOR:

Address of Grantor:

**SUPERDIMENSION LTD.**

161 Cheshire Lane, Suite 100,  
Plymouth, Minnesota 55441  
Attn: Richard J. Buchholz

By: 

Title: VP, (FO)

AGENT:

Address of Agent:

**OXFORD FINANCE LLC (as successor in  
interest to OXFORD FINANCE  
CORPORATION),**  
as Agent and as a Lender

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: General Counsel

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

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

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Address of Grantor:

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161 Cheshire Lane, Suite 100,  
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Attn: Richard J. Buchholz

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Attn: General Counsel

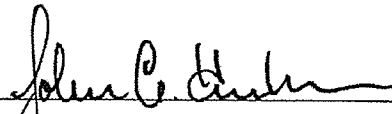
By:  \_\_\_\_\_  
Title: Vice President & General Counsel

Exhibit A

PATENTS

<u>Title</u>	<u>Serial Number</u>	<u>Patent/Publication Number</u>	<u>Issue/Publication Date</u>
Endoscope Structures And Techniques For Navigating To A Target In Branched Structure	13/157,283	Unassigned	Unassigned
Locatable Expandable Working Channel	13/161,410	Unassigned	Unassigned
Six-Degree Tracking System	09/860,484	7,969,143	6/28/2011
Target Identification Tool For Intra- Luminal Localization	61/501,931	Unassigned	Unassigned

Exhibit B

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
No updates			

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