

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Superdimension Ltd.	01/27/2012
RECEIVING PARTY DATA	
Name:	Oxford Finance LLC
Street Address:	133 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13286918
Application Number:	13286947
Application Number:	13286977
Application Number:	13287883
Application Number:	13287903
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	800-927-9801 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	77367
NAME OF SUBMITTER:	Jean Paterson

PATENT

**Total Attachments: 6**

source=1-30-12 Superdimension-PT#page1.tif

source=1-30-12 Superdimension-PT#page2.tif

source=1-30-12 Superdimension-PT#page3.tif

source=1-30-12 Superdimension-PT#page4.tif

source=1-30-12 Superdimension-PT#page5.tif

source=1-30-12 Superdimension-PT#page6.tif

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

SUPERDIMENSION LTD.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) JANUARY 27, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: OXFORD FINANCE LLC

Internal Address: \_\_\_\_\_

Street Address: 133 NORTH FAIRFAX STREET

City: ALEXANDRIA

State: VIRGINIA

Country: UNITED STATES Zip: 22314

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

SEE ATTACHED EXHIBIT A

B. Patent No.(s)

SEE ATTACHED EXHIBIT A

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 5**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_**


- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

JANUARY 30, 2012  
Date

ANDREW NASH  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**EXECUTION VERSION**

**FOURTH AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Fourth Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of the 27th day of January, 2012, 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, the Second Amendment to Intellectual Property Security Agreement dated July 6, 2011, and the Third Amendment to Intellectual Property Security Agreement dated October 31, 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. 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.

4. 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.
5. 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.

Address of Grantor:

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

GRANTOR:

**SUPERDIMENSION LTD.**

By: 

Title: PRESIDENT & CEO

Address of Agent:

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

AGENT:

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

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

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

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: \_\_\_\_\_

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: Man D

Title: Vice President of Finance

Exhibit A

PATENTS

<u>Title</u>	<u>Serial Number</u>	<u>Patent/Publication Number</u>	<u>Issue/Publication Date</u>
Patient Breathing Modeling	13/286,918		
Patient Breathing Modeling	13/286,947		
Patient Breathing Modeling	13/286,977		
Hybrid Registration Method	13/287,883		
Hybrid Registration Method	13/287,903		