

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
GALIL MEDICAL INC.	09/28/2012
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS AGENT
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13087079
Application Number:	13181810
Application Number:	13569822
PCT Number:	US2012033569
PCT Number:	US2012033573
PCT Number:	US2012045890
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F141551

OP \$240.00 13087079

NAME OF SUBMITTER:

Andrew Nash

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2012, by and between **SILICON VALLEY BANK** ("Agent") and **GALIL MEDICAL INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among (i) Agent, as administrative agent, (ii) Agent, **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GECC"), and each other Lender listed on Schedule 1 thereto and other financial institutions party thereto from time to time (each a "Lender", and collectively the "Lenders") and (iii) Grantor and the other parties listed as Borrower therein (Grantor and such other parties are hereinafter, jointly and severally, individually and collectively, "Borrower") dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent for the ratable benefit of Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for the ratable benefit of Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Agent for the ratable benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, now or hereafter existing, created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether

published or unpublished and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (except for U.S. intent-to-use trademark applications for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office)), including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
6. All mask works or similar rights available for the protection of semiconductor chips, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other

Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

4364 Round Lake Road
Arden Hills, Minnesota 55112

Attn: Elissa Lindsoe

GALIL MEDICAL INC., a Delaware corporation

By: Elissa Lindsoe
Title: CFO

AGENT:

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 029073 FRAME: 0802

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:

4364 Round Lake Road
Arden Hills, Minnesota 55112

Attn: _____

GALIL MEDICAL INC., a Delaware corporation

By: _____

Title: _____

AGENT:

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: LENN SCHOLES

SILICON VALLEY BANK

By: *Michael J. [Signature]*

Title: Relationship Manager

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

U.S. PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD OF CAUTERIZATION WITH A CRYOPROBE	13/087,079	4/14/2011
USER INTERFACE FOR OPERATING AND MONITORING A CRYOSURGICAL SYSTEM	13/181,810	7/13/2011
CLOSED-LOOP SYSTEM FOR CRYOSURGERY	13/569,822	8/8/2012

PCT (WO) PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD OF MONITORING GAS SUPPLY DURING A CRYOSURGICAL PROCEDURE	US2012/033569	4/13/2012
METHOD OF CAUTERIZATION WITH A CRYOPROBE	US2012/033573	4/13/2012
USER INTERFACE FOR OPERATING AND MONITORING A CRYOSURGICAL SYSTEM	US2012/045890	7/9/2012

EXHIBIT C

Trademarks

None.

EXHIBIT D

Mask Works

None.