

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2956599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VISIONSCOPE TECHNOLOGIES LLC	07/23/2014

RECEIVING PARTY DATA

Name:	SILVERSTONE III, L.P.
Street Address:	505 FIFTH AVENUE
Internal Address:	17TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	6478730
Application Number:	60153568
Application Number:	09521044
Application Number:	60156478
Application Number:	60187305
Application Number:	60212935
Patent Number:	8317689
Application Number:	13658458
Patent Number:	6863651
Patent Number:	7942814
Patent Number:	8038602
Application Number:	11512715
Application Number:	11788747
Application Number:	12439116
Application Number:	13108480
Application Number:	61974427
Application Number:	61979476
Application Number:	61155003
Application Number:	12625847
PCT Number:	US2009069936

PATENT

CORRESPONDENCE DATA**Fax Number:** (617)526-9899*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.***Phone:** 617.526.9600**Email:** oandrews@proskauer.com**Correspondent Name:** PROSKAUER ROSE LLP**Address Line 1:** ONE INTERNATIONAL PLACE**Address Line 4:** BOSTON, MASSACHUSETTS 02110**ATTORNEY DOCKET NUMBER:** 75148/001**NAME OF SUBMITTER:** JENIFER DEWOLF PAINE**SIGNATURE:** /Jenifer deWolf Paine/**DATE SIGNED:** 07/28/2014**Total Attachments: 11**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of this July 23, 2014, by and between VisionScope Technologies LLC, a Delaware limited liability company (“Grantor”), and SilverStone III, L.P., as agent for and on behalf of the Purchasers (as defined in the Note Purchase Agreement, defined below) (“Grantee”).

WHEREAS, Grantor has entered into that certain Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”); and

WHEREAS, Grantor has agreed to secure its obligations under the Note Purchase Agreement in accordance with the terms and conditions of that certain Security Agreement, dated as of the date hereof (the “Security Agreement”), pursuant to which Grantor grants to Grantee a continuing security interest in, and pledges to Grantee the Collateral (as defined in the Security Agreement); and

WHEREAS, the Collateral includes the Intellectual Property Collateral (as hereinafter defined) listed on the Schedules annexed hereto, which Intellectual Property Collateral is owned by Grantor or (pursuant to license, sublicense, agreement or permission) used by Grantor in connection with Grantor’s business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, whether presently existing or hereafter arising or acquired:

1. The “Intellectual Property Collateral” shall mean all of the following items or types of intellectual property being herein:

(i) each and all of the patents and patent applications, owned by, issued or granted to, filed by or hereafter issued or granted to filed by or acquired by Grantor anywhere in the world, whether or not on a joint basis with any other person or entity, including without limitation those patents and patent applications listed in Schedule 1 attached hereto (collectively, the “Patents”);

(ii) each and all of the trademarks, service marks, trademark applications, and service mark applications, owned by, issued or granted to, filed by or hereafter issued or granted to filed by or acquired by Grantor, anywhere in the world, whether or not on a joint basis with any other person or entity, including without limitation those trademark and service mark registrations and applications set forth in Schedule 2 attached hereto and all Internet domain names set forth on Schedule 2, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) each and all of the copyrights, copyright applications and exclusive copyright licenses, owned by, issued or granted to, filed by or hereafter issued or granted to filed by or acquired by Grantor, anywhere in the world, whether or not on a joint basis with any other person or entity, including without limitation those copyright registrations

and applications and exclusive copyright licenses set forth in Schedule 3 attached hereto (the "Copyrights");

(iv) all rights to sue for past, present and future infringements of any and all of the Patents, Trademarks and Copyrights;

(v) all proceeds, including without limitation license royalties and proceeds of infringement suits, based on or relating to any or all of the Patents, Trademarks and Copyrights;

(vi) all licenses and other agreements under which Grantor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, based on or relating to any or all of the Patents, Trademarks and Copyrights, and the use thereof;

(vii) all rights granted to Grantor under a license or other agreement pertaining to any and all patent, trademark or copyright rights of any third party; and

(viii) all formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Grantor's products under, utilizing, or in connection with, any or all of the Patents, Trademarks and Copyrights.

2. The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


3. Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[END OF TEXT]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

VISIONSCOPE TECHNOLOGIES LLC

By: 
Name: Hjalmar Pompe van Meerdervoort
Title: Chief Executive Officer

ACKNOWLEDGED:

SILVERSTONE III, L.P.

By: _____
Name:
Title:

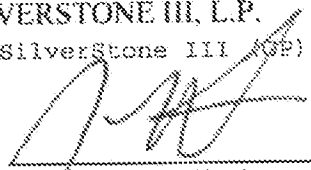
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

VISIONSCOPE TECHNOLOGIES LLC

By: _____
Name: Hjalmar Pompe van Meerdervoort
Title: Chief Executive Officer

ACKNOWLEDGED:

SILVERSTONE III, L.P.
By SilverStone III (GP), LLC

By:  _____
Name: Jason Kent
Title: Partner and General Counsel

SCHEDULE 1
Patents

App. No./Patent No.	Filing Date/Issue Date	Issued/Pending	Title
6,478,730	12 Nov 2001	Issued	ZOOM LAPAROSCOPE
60/153,568	13 Sep 1999	Lapsed	MINIATURE ENDOSCOPE SYSTEM
09/521,044	08 Mar 2000	Abandoned	MINIATURE ENDOSCOPE SYSTEM
60/156,478	28 Sept 1999	Lapsed	MINIATURE ENDOSCOPE SYSTEM
60/187,305	06 Mar 2000	Lapsed	MINIATURE ENDOSCOPE
60/212,935	20 Jun 2000	Lapsed	MINIATURE ENDOSCOPE
8,317,689	27 Nov 2012	Issued	MINIATURE ENDOSCOPE SYSTEM
13/658,458	23 Oct 2012	Pending	MINIATURE ENDOSCOPE SYSTEM
6,863,651	08 Mar 2005	Issued	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
7,942,814	17 May 2011	Issued	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
8,038,602	18 Oct 2011	Issued	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
11/512,715	30 Aug 2006	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
11/788,747	20 Apr 2007	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
12/439,116	26 Feb 2009	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
13/108,480	16 May 2011	Pending	DISPOSABLE SHEATH FOR A MINIATURE ENDOSCOPE
61/974,427	2 April 2014	Pending	DEVICES AND METHODS FOR MINIMALLY INVASIVE ARTHROSCOPIC SURGERY
61/979,476	14 April 2014	Pending	DEVICES AND METHODS FOR MINIMALLY INVASIVE ARTHROSCOPIC SURGERY
61/155,003	24 Feb 2009	Lapsed	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM
12/625,847	25 Nov 2009	Pending	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM

App. No./ Patent No./ Country	Filing Date/Issue Date	Issued/Pending	Title
2,341,721 (Canada)	04 Jul 2008	Issued	ZOOM LAPAROSCOPE
5132018 (Japan)	16 Nov 2012	Issued	ZOOM LAPAROSCOPE
2381823 (Canada)	28 Feb 2012	Issued	ZOOM LAPAROSCOPE
1213988 (EP)	25 Nov 2009	Granted(see below)	MINIATURE ENDOSCOPE SYSTEM
5 225 438 (Japan)	22 Mar 2013	Granted	MINIATURE ENDOSCOPE SYSTEM
09165894.8 (EP)	20 July 2009	Pending	MINIATURE ENDOSCOPE SYSTEM
60043392.7-08 (Germany)	25 Nov 2009	Issued (Active)	MINIATURE ENDOSCOPE SYSTEM
1213988 (France)	25 Nov 2009	Issued (Active)	MINIATURE ENDOSCOPE SYSTEM
1213988 (UK)	25 Nov 2009	Issued (Active)	MINIATURE ENDOSCOPE SYSTEM
2464091 (Canada)	06 Dec 2011	Issued	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
1478264 (EP)	02 Dec 2009	Granted (see below)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
4831933 (Japan)	30 Sept 2011	Issued	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
2010-262196 (Japan)	25 Nov 2010	Pending	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
09165339.4 (EP)	13 Jul 2009	Allowed	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
13177124.8 (EP)	18 Jul 2013	Pending	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
60234647.9-08 (Germany)	02 Dec 2009	Issued (Active)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
1478264 (France)	02 Dec 2009	Issued (Active)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
1478264 (UK)	02 Dec 2009	Issued (Active)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
1478264 (Italy)	02 Dec 2009	Issued (Active)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
1478264 (Netherlands)	02 Dec 2009	Issued (Active)	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM

App. No./ Patent No./ Country	Filing Date/Issue Date	Issued/Pending	Title
2748436 (Canada)	03 Aug 2011	Issued	MINIATURE ENDOSCOPE WITH IMAGING FIBER SYSTEM
ZL 200680010519.1 (China)	28 Nov 2012	Issued	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
2008-500898 (Japan)	07 Sept 2007	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
201210422895.9 (China)	24 Oct 2012	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
12161806 (EP)	28 Mar 2012	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
ZL200780040287.9 (China)	20 Feb 2013	Issued	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
07837517.7 (EP)	25 Mar 2009	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
2009-526702 (Japan)	27 Feb 2009	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
201310031064.3 (China)	21 Jan 2013	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
12154379.7 (EP)	08 Feb 2012	Pending	PORTABLE IMAGING SYSTEM EMPLOYING A MINIATURE ENDOSCOPE
PCT/US09/69936	31 Dec 2009	Completed	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM
099100950 (Taiwan)	14 Jan 2010	Allowed (issue fee paid)	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM
EP 09803984.5 ('936)	31 Dec 2009	Pending	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM
JP 2011-551053	31 Dec 2009	Pending	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM
CN 200980157366.7	31 Dec 2009	Pending	DISPOSABLE SHEATH FOR USE WITH AN IMAGING SYSTEM

SCHEDULE 2
Trademarks and Domain Names

Trademarks:

Country	App./Reg. No.	MARK	STATUS	CLASS
US	78/873,531 Reg. No. 3,868,776	VISIONSC OPE	Registered	10
EP	009611385 Reg. No. 009611385 05/27/2011	VISIONSC OPE	Registered	10
EP	012625174	VSI & Design	Pending	09
US	85/579,544 Reg. No. 4,348,879	VSI & Design	Registered	10
US	85/579,550 Reg. No. 4,348,880	VSI	Registered	10
Canada	1673531	VSI	Pending	10
China	(newly filed – awaiting serial no.)	VSI	Pending	9, 10, 44
Japan	2014-22698	VSI	Pending	9, 10, 44
EP	012778941	VSI	Pending	9, 10, 44
Canada	(newly filed – awaiting serial no.)	PREPPAK	Pending	10
US	86/008,997	PREPPAK	Pending	10

Domain Names:

www.visionscopes.com
www.visionscope-tech.com
www.visionscope.co
www.visionscope.us
www.visionscope.biz
www.ArthroscopyDx.com

www.DxArthroscopy.com
www.DxKnee.com
www.DxKnee.info
www.DxKnee.net
www.DxKnee.org
www.DxShoulder.com
www.DxShoulder.info
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SCHEDULE 3
Copyrights

None.