

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3312047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
IMRIS INC.	03/31/2015

RECEIVING PARTY DATA

Name:	DEERFIELD PRIVATE DESIGN FUND II, L.P.
Street Address:	780 THIRD AVENUE, 37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Name:	DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P.
Street Address:	780 THIRD AVENUE, 37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Name:	DEERFIELD SPECIAL SITUATIONS FUND, L.P.
Street Address:	780 THIRD AVENUE, 37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	5735278
Patent Number:	7446304
Patent Number:	8295905
Patent Number:	8073524
Patent Number:	8369929
Patent Number:	7834270
Patent Number:	8295906
Patent Number:	8190235
Patent Number:	8442617
Patent Number:	8245335

PATENT

Property Type	Number
Patent Number:	8513946
Patent Number:	8295430
Patent Number:	8570037
Patent Number:	8138762
Application Number:	12913155
Application Number:	12907398
Patent Number:	8604789
Patent Number:	8901928
Patent Number:	8406853
Patent Number:	8503759
Application Number:	13523257
Patent Number:	8738181
Patent Number:	8554368
Patent Number:	8560118
Application Number:	12596424
Application Number:	12596420
Application Number:	13012164
Patent Number:	8797029
Application Number:	13856562
Patent Number:	8487615
Application Number:	13455849
Application Number:	13467196
Patent Number:	8866481
Application Number:	13229264
Application Number:	13311677
Application Number:	13690385
Application Number:	13778621
Application Number:	13670944
Application Number:	14072397
Application Number:	61773552
Application Number:	14277252
Application Number:	61825811

CORRESPONDENCE DATA

Fax Number: (212)728-8111

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: 212 728 8000

Email: IPDEPT@WILLKIE.COM

Correspondent Name: MEGHAN HUNGATE C/O WILLKIE FARR & GALLAG
Address Line 1: 787 SEVENTH AVENUE
Address Line 4: NEW YORK, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122728.00008 MHH

NAME OF SUBMITTER: MEGHAN M. HUNGATE

SIGNATURE: /meghanmhungate/

DATE SIGNED: 04/15/2015

Total Attachments: 7

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CANADIAN PATENT SECURITY AGREEMENT

This CANADIAN PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of March, 2015, by and among IMRIS INC., a Canadian corporation (the "Borrower") in favour of DEERFIELD PRIVATE DESIGN FUND II, L.P., DEERFIELD PRIVATE DESIGN INTERNATIONAL II, L.P. and DEERFIELD SPECIAL SITUATIONS FUND, L.P. (collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated September 16, 2013 among Borrower and Lenders (as amended on March 31, 2015 and as may be further amended, supplemented, restated or otherwise modified from time to time, the "Facility Agreement"), the Lenders have made certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Facility Agreement, but only upon the condition, among others, that the Borrower shall have executed and delivered to the Lenders, that certain Security Agreement, dated as of September 16, 2013 (including all annexes, exhibits or schedules thereto, as amended on March 31, 2015 and as from time to time may be further amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Borrower is required to execute and deliver to the Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Facility Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Borrower hereby unconditionally grants, assigns, and pledges to the Lenders to secure the Borrower Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of the Borrower's right, title and interest in and to the following, whether now owned or hereafter owned or acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any patent or any patent exclusively licensed under any intellectual property license, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any patent intellectual property license.

3. SECURITY FOR BORROWER OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby by each Grantor secures the payment and performance of the Borrower Obligations of the Borrower, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Borrower Obligations and would be owed by Borrower to the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Lenders pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the Security Interest in the Patent 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Borrower shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Borrower hereby authorizes the Lenders unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Borrower. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lenders' continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Transaction Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS.

9. THE BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE PROVINCE OF ONTARIO AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDERS' ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER, AT THE ADDRESS SET FORTH IN THE FACILITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

IMRIS INC.

By: Jay D. Miller
Name: Jay D. Miller
Title: President & CEO

LENDERS:

**DEERFIELD PRIVATE DESIGN FUND II,
L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name:
Title:

**DEERFIELD PRIVATE DESIGN
INTERNATIONAL II, L.P.**

By: Deerfield Mgmt., L.P. General Partners
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name:
Title:

**DEERFIELD SPECIAL SITUATIONS
FUND, L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

BORROWER:

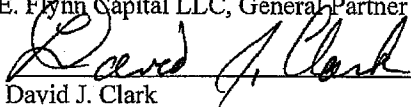
IMRIS INC.

By: _____
Name:
Title:

LENDERS:

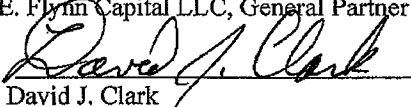
**DEERFIELD PRIVATE DESIGN FUND II,
L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

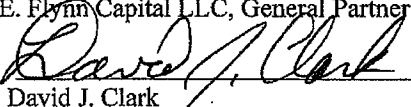
**DEERFIELD PRIVATE DESIGN
INTERNATIONAL II, L.P.**

By: Deerfield Mgmt., L.P. General Partners
By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

**DEERFIELD SPECIAL SITUATIONS
FUND, L.P.**

By: Deerfield Mgmt., L.P., General Partner
By: J.E. Flynn Capital LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents and Patent Licenses

Title	Patent/ (Application) No.	Issue/(Filing) Date	Jurisdiction
SURGICAL PROCEDURE WITH MAGNETIC RESONANCE IMAGING	5,735,278	4/7/1998	U.S.
DETECTION OF COLLISIONS IN MEDICAL PROCEDURES	7,446,304	4/5/2006	U.S.
MOVABLE INTEGRATED SCANNER FOR SURGICAL IMAGING APPLICATIONS	8,295,905	10/23/2012	U.S.
CONTROL OF MAGNETIC FIELD HOMOGENEITY IN MOVABLE MRI SCANNING SYSTEM	8,073,524	12/6/2011	U.S.
PATIENT SUPPORT TABLE FOR USE IN MAGNETIC RESONANCE IMAGING	8,369,929	2/5/2013	U.S.
FLOATING SEGMENTED SHIELD CABLE ASSEMBLY	7,834,270	11/16/2010	U.S.
MRI GUIDED RADIATION THERAPY	8,295,906	10/23/2012	U.S.
SYSTEM FOR MAGNETIC RESONANCE AND X-RAY IMAGING	8,190,235	5/29/2012	U.S.
SYSTEM FOR MAGNETIC RESONANCE AND X-RAY IMAGING (CON)	8,442,617	5/14/2013	U.S.
SUPPORT COMPONENT FOR USE IN IMAGING BY MAGNETIC RESONANCE AND X-RAY	8,245,335	8/21/2012	U.S.
MOVABLE TABLE FOR MAGNETIC RESONANCE IMAGING	8,513,946	8/20/2013	U.S.
IMAGE GUIDED RADIATION THERAPY	8,295,430	10/23/2012	U.S.
RF COIL FOR MAGNETIC RESONANCE IMAGING WHICH IS NOT VISIBLE IN X-RAY IMAGE	8,570,037	10/29/2013	U.S.
COIL DECOUPLING FOR AN RF COIL ARRAY	8,138,762	3/20/2012	U.S.
AUTOMATIC REGISTRATION FOR IMAGE GUIDED SURGERY	(12/913,155)	(10/27/2010)	U.S.
IMAGING SYSTEM USING MARKERS	(12/907,398)	10/19/2010	U.S.
RF COIL ASSEMBLY FOR USE IN MAGNETIC RESONANCE IMAGING	8,604,789	12/10/2013	U.S.
MRI SAFETY SYSTEM	8,901,928	12/2/2014	U.S.
MULTI TRANSMIT / RECEIVE HEAD ARRAY COIL WITH REMOVABLE PANELS	8,406,853	3/26/2013	U.S.
METHODS, DEVICES AND SYSTEMS USEFUL IN REGISTRATION	8,503,759	8/6/2013	U.S.
INTEGRATION OF MRI INTO RADIATION THERAPY TREATMENT	13/523,257	6/14/2012	U.S.

METHODS, DEVICES, AND SYSTEMS FOR AUTOMATED MOVEMENTS INVOLVING MEDICAL ROBOTS	8,738,181	5/27/2014	U.S.
FRAME MAPPING AND FORCE FEEDBACK METHODS, DEVICES AND SYSTEMS	8,554,368	10/8/2013	U.S.
METHODS, DEVICES, AND SYSTEMS FOR NON-MECHANICALLY RESTRICTING AND/OR PROGRAMMING MOVEMENT OF A TOOL OF A MANIPULATOR ALONG A SINGLE AXIS	8,560,118	10/15/2013	U.S.
AN MRI COMPATIBLE CAMERA THAT INCLUDES A LIGHT EMITTING DIODE FOR ILLUMINATING A SITE	12/596,424	5/17/2010	U.S.
DEVICES FOR INTERFACING BETWEEN MANIPULATORS AND SURGICAL TOOLS	12/596,420	7/16/2010	U.S.
MRI COMPATIBLE STEROSCOPIC VIEWING DEVICE FOR USE IN THE BORE OF AN MR MAGNET	13/012,164	1/24/2011	U.S.
MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY POSITIONED RECEIVE COILS	8,797,029	8/5/2014	U.S.
MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY POSITIONED RECEIVE COILS (CON)	13/856,562 (US)	4/4/2013	U.S.
MAGNETIC RESONANCE SIGNAL DETECTION USING REMOTELY POSITIONED RECEIVE COILS (CON)	8,487,615	7/16/2013	U.S.
Phased Array MR RF Coil which is not Visible in X-Ray Image	13/455,849	4/25/2012	U.S.
Head Clamp for Use in Imaging by Magnetic Resonance and X-Ray	13/467,196	5/9/2012	U.S.
Stacked coil for magnetic resonance imaging	8,866,481	10/21/2014	U.S.
SURGICAL TOOL FOR USE IN MR IMAGING	13/229,264 (US)	9/9/2011	U.S.
Surface electrode design that can be left in place during MR imaging	13/311,677	12/6/2011	U.S.
Drive system for Head Clamp for Use in Imaging by Magnetic Resonance and X-Ray	13/690,385	11/30/2012	U.S.
Patient Alignment in MRI Guided Radiation Therapy	13/778,621	2/27/2013	U.S.
MRI IMAGING IN SEPARATE ROOMS USING A MAGNET HAVING A DIAGNOSTIC TABLE	13/670,944	11/7/2012	U.S.
A Method for MR-guided Brachytherapy with Consistent Patient Positioning	14/072,397	11/5/2013	U.S.
Robot-Assisted Image-Guided Computed Tomography Surgical System	61/773,552	Provisional	U.S.
Control of SAR Values in MR Imaging	14/277,252	5/14/2014	U.S.
Control System to Determine Acceptable Magnetic Resonance Conditional Robot Position for Initiating Magnetic Resonance Imaging	61/825,811	Provisional	U.S.