

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3399236

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ACCUVEIN INC.		06/08/2015
RECEIVING PARTY DATA		
Name:	ACCUV FUNDING LLC	
Street Address:	2711 CENTERVILLE RD SUITE 400	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19808	
PROPERTY NUMBERS Total: 44		
Property Type	Number	
Application Number:	12215713	
Application Number:	14196172	
Application Number:	13957767	
Application Number:	13910257	
Application Number:	11478322	
Application Number:	13898737	
Application Number:	11985343	
Application Number:	13444940	
Application Number:	14249462	
Application Number:	11605069	
Application Number:	13287223	
Application Number:	13648390	
Application Number:	11605172	
Application Number:	12931151	
Application Number:	11605076	
Application Number:	14705000	
Application Number:	14197573	
Application Number:	12925742	
Application Number:	14101580	
Application Number:	12804088	

PATENT

Property Type	Number
Application Number:	12925166
Application Number:	14053775
Application Number:	12150102
Application Number:	13585957
Application Number:	11700729
Application Number:	14323259
Application Number:	11807255
Application Number:	13649234
Application Number:	11807064
Application Number:	13648465
Application Number:	11807057
Application Number:	14168158
Application Number:	61733535
Application Number:	61830225
Application Number:	14097313
Application Number:	14097337
Application Number:	14097323
Application Number:	11823862
Application Number:	13135591
Application Number:	14276139
Application Number:	14712113
Application Number:	12804506
Application Number:	13778426
Patent Number:	8489178

CORRESPONDENCE DATA

Fax Number: (914)288-0023

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: 914-288-0022

Email: USPTO@LEASONELLIS.COM

Correspondent Name: JORDAN GARNER, ESQ., LEASON ELLIS LLP.

Address Line 1: ONE BARKER AVENUE

Address Line 2: FIFTH FLOOR

Address Line 4: WHITE PLAINS, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	05063/810143-000
NAME OF SUBMITTER:	ALMA D. CLEMENA FOR JG
SIGNATURE:	/Alma D. Clemena/
DATE SIGNED:	06/16/2015

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of June 8, 2015, is made by AccuVein Inc., a Delaware corporation ("Grantor"), in favor of AccuV Funding LLC, a Delaware limited liability company ("Collateral Agent"), in its capacity as collateral agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Collateral Agent, in its capacity as collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent for its benefit and the benefit of the 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 (as defined in the Loan Agreement).

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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent for its benefit and the benefit of the Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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");

(e) 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Collateral Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.

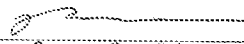
6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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:

ACCUVEIN INC., a Delaware corporation

By: 
Title: CEO

COLLATERAL AGENT:

ACCUV FUNDING LLC, a Delaware limited liability company

By: _____
Title: _____

(Signatures Page to IP Security Agreement)

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:

ACCUVEIN INC., a Delaware corporation

By: _____

Title: _____

COLLATERAL AGENT:

ACCUV FUNDING LLC, a Delaware limited liability company

 _____

By: Stephen J. Doherty _____

Title: President _____

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

TITLE: INFO:	SERIAL NO.:	FILED:	STATUS:	ASSIGNMENT
AUTOMATIC ALIGNMENT OF A CONTRAST ENHANCEMENT SYSTEM AccuVein	12/215,713	06/27/2008	PATENT NO. 8,730,321	Assigned to
to AccuVein	14/196,172	03/04/2014		Assigned
DEVICE FOR DETECTING AND ILLUMINATING THE VASCULATURE AccuVein	13/957,767	08/02/2013		Assigned to
ENHANCED LASER VEIN CONTRAST ENHANCER WITH PROJECTION OF ANALYZED VEIN DATA	Canadian App. 2,677,189	12/28/2007		
	European App. 07868095.6	09/24/2009	DROPPED	
	PCT/US07/26419	12/28/2007		
	Taiwan App. 97102467	01/23/2008		
AccuVein	11/807,359	05/25/2007	PATENT NO. 8,489,178	Assigned to
to AccuVein	13/910,257 Con. of 11/807,359	06/05/2013		Assigned
(PRACTITIONER MOUNTED MICRO VEIN ENHANCER)				

aka MICRO VEIN ENHANCER	Brazilian App. 01808004159	10/27/2008	DROPPED	
	Canadian App. 2,635,851	11/20/2006	DROPPED	
	European App. 06838085.6-2305		DROPPED	
	European Divisional App. 11195043.2		DROPPED	
	Natl. Part of Euro. Patent 1981385 in Gr. Brit.		DROPPED	
	Natl. Part of Euro. Patent 1981385 in France		DROPPED	
	Natl. Part of Euro. Patent 1981385 in Germany		DROPPED	
	Japanese App. 2008-548513			
	Japanese Divisional App. 2013-153035			
	Japanese Divisional App. 2014-252437			
	Korean App. 10-2008-7018809	11/20/2006		
	Mexican App. MX/a/2008/008632	06/23/2008	PATENT NO. 0357588	
	Mexican Divisional App. 2012/001340			
	PCT/US2006/044925	11/20/2006		
	Taiwan App. 96124062	07/09/2007	PATENT NO. 1481388	
AccuVein	11/4/78,322 - Utility	06/29/2006	PATENT NO. 8,478,386	Assigned to
	13/898,737 – Cont. of 11/4/78,322	05/21/2013		Assigned
to AccuVein				
	11/985,343 - Cont.	11/14/2007	PATENT NO. 8,255,040	Assigned to

AccuVein						
	13/444,940 – CIP of 11/985,343, which is a CIP of 11/478,322	04/12/2012	PATENT NO. 8,750,970	Assigned		
to AccuVein						
	14/249,462 – Cont. of 13/444,940	04/10/2014		Assigned		
to Accuvein						
Accuvein	11/605,069 - DIVISION 1	11/29/2006	PATENT NO. 8,073,531	Assigned to		
Accuvein	13/287,223 - Con. DIV. 1	11/02/2011	PATENT NO. 8,295,904	Assigned to		
to AccuVein	13/648,390 – Con. Of 13/287,223	10/10/2012	PATENT NO. 9,044,207	Assigned		
AccuVein	11/605,172 - DIVISION 2	11/28/2006	PATENT NO. 7,904,138	Assigned to		
to AccuVein	12/931,151 - Con. DIV. 2	01/25/2011	PATENT NO. 8,712,498	Assigned		
AccuVein	11/605,076 - DIVISION 3	11/28/2006	PATENT NO. 8,150,500	Assigned to		
to AccuVein	14/705,000 – Con. of 13/648,390	05/06/2015		Assigned		
VIAL-MOUNTED MICRO VEIN ENHANCER AccuVein	14/197,573	03/05/2014		Assigned to		
MODULE MOUNTING MIRROR ENDOSCOPY 12/925,742	10/28/2010	PATENT NO. 8,665,507	Assigned to AccuVein			

to AccuVein	14/101,580 – Cont.	12/10/2013	Assigned
APPARATUS MOUNTED VEIN CONTRAST ENHANCER			
12/804,088	07/13/2010		Assigned to
AccuVein			
MULTISPECTRAL DETECTION AND PRESENTATION OF AN OBJECT=S CHARACTERISTICS			
12/925,166	10/14/2010	PATENT NO. 8,594,770	Assigned to
AccuVein			
to AccuVein			
	14/053,775 – Con. of 12/925,166	10/15/2013	Assigned
PROJECTION SYSTEM			
12/150,102	04/24/2008	PATENT NO. 8,328,368	Assigned to
AccuVein			
	13/585,957 - Con. of 12/150,102	08/15/2012	DROPPED
SCANNED LASER VEIN CONTRAST ENHANCER			
	Canadian App. 2,677,217	10/23/2009	
	European App. 07868094.9	09/24/2009	DROPPED
	PCT/US07/26418	12/28/2007	
	Taiwan App. 97102475	01/28/2008	
	11/700,729	01/31/2007	PATENT NO. 8,838,210
AccuVein			
	14/323,259 – Con. of 11/700,729	07/03/2014	
	11/807,255 – DIVISION A	05/25/2007	PATENT NO. 8,380,291
			Assigned to

AccuVein				
AccuVein	13/649,234 – Con. of DIV. A	10/11/2012	PATENT NO. 8,706,200	Assigned to
AccuVein	11/807,064 – DIVISION B	05/25/2007	PATENT NO. 8,391,960	Assigned to
AccuVein	13/648,465 – Con. of DIV. B	10/10/2012		Assigned to
AccuVein	11/807,057 – DIVISION C	05/25/2007	PATENT NO. 8,244,333	Assigned to
SCANNED LASER VEIN CONTRAST ENHANCER USING ONE LASER FOR A DETECTION MODE & A DISPLAY MODE				
AccuVein	14/168,158 – Con. of 13/649,234	01/20/2014		Assigned to
SYSTEM FOR DETECTING FLUORESCENCE AND PROJECTING A REPRESENTATIVE IMAGE				
	61/733,535	12/05/2012		
	61/830,225 (2 nd Prov.)	06/03/2013		
	14/097,313	12/05/2013	NON-PROVISIONAL OF 61/733,535 & 61/830,225	
Assigned to AccuVein				
SYSTEM & METHOD FOR LASER IMAGING AND ABLATION OF CANCER CELLS USING				
AccuVein	14/097,337	12/05/2013	NON-PROVISIONAL OF 61/733,535 & 61/830,225	Assigned to
SYSTEM & METHOD FOR				

MULTI-COLOR LASER IMAGING AND ABLATION OF CANCER CELLS USING				NON-PROVISIONAL OF 61/733,535 &		Assigned to
FLUORESCENCE				12/05/2013		61/830,225
THREE DIMENSIONAL IMAGING OF VEINS				PCT/US2007/015027		
AccuVein				1/1/823,862	06/28/2007	PATENT NO. 7,983,738
AccuVein				1/3/135,591 - Cont.	07/08/2011	PATENT NO. 8,818,493
to AccuVein				1/4/276,139 – Cont.	05/13/2014	PATENT NO. 9,042,966
Assigned to AccuVein				1/4/712,113 – Cont.	05/14/2015	
VEIN SCANNER				PCT App. US2011/001285		
AccuVein				1/2/804,506	07/22/2010	PATENT NO. 8,463,364
to AccuVein				1/3/778,426 – Cont. of 12/804,506	02/27/2013	Assigned
to AccuVein				1/4/644,424 – Cont. of 13/778,426	03/11/2015	Assigned
TITLE: INFO:				SERIAL NO.:	FILED:	STATUS: ASSIGNMENT

AUTOMATIC ALIGNMENT OF A CONTRAST ENHANCEMENT SYSTEM				
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ENHANCED LASER VEIN CONTRAST ENHANCER WITH PROJECTION OF ANALYZED VEIN DATA				
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	European App. 07868095.6	09/24/2009	DROPPED	
	PCT/US07/26419	12/28/2007		
	Taiwan App. 97102467	01/23/2008		
AccuVein	11/807,359	05/25/2007	PATENT NO. 8,489,178	Assigned to
to AccuVein				
	13/910,257 Con. of 11/807,359	06/05/2013		Assigned
(PRACTITIONER MOUNTED MICRO VEIN ENHANCER) aka MICRO VEIN ENHANCER				
	Brazilian App. 01808004159	10/27/2008	DROPPED	
	Canadian App. 2,635,851	11/20/2006	DROPPED	

	European App. 06838085.6-2305		DROPPED	
	European Divisional App. 11195043.2		DROPPED	
	Natl. Part of Euro. Patent 1981385 in Gr. Brit.		DROPPED	
	Natl. Part of Euro. Patent 1981385 in France		DROPPED	
	Natl. Part of Euro. Patent 1981385 in Germany		DROPPED	
	Japanese App. 2008-548513			
	Japanese Divisional App. 2013-153035			
	Japanese Divisional App. 2014-252437			
	Korean App. 10-2008-7018809	11/20/2006		
	Mexican App. MX/a/2008/008632	06/23/2008	PATENT NO. 0357588	
	Mexican Divisional App. 2012/001340			
	PCT/US2006/044925	11/20/2006		
	Taiwan App. 96124062	07/09/2007	PATENT NO. 1481388	
AccuVein	11/4/78,322 - Utility	06/29/2006	PATENT NO. 8,478,386	Assigned to
to AccuVein	13/898,737 – Cont. of 11/4/78,322	05/21/2013		Assigned
AccuVein	11/985,343 - Cont.	11/14/2007	PATENT NO. 8,255,040	Assigned to
to AccuVein	13/444,940 – CIP of 11/985,343, which is a CIP of 11/4/78,322	04/12/2012	PATENT NO. 8,750,970	Assigned

	14/249,462 – Cont. of 13/444,940			04/10/2014	Assigned
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Accuvein					Assigned to
	13/287,223 - Con. DIV. 1			11/02/2011	PATENT NO. 8,295,904
Accuvein					Assigned to
	13/648,390 – Con. Of 13/287,223			10/10/2012	Issue Fee Paid 04/22/2015
to Accuvein					Assigned
	11/605,172 - DIVISION 2			11/28/2006	PATENT NO. 7,904,138
Accuvein					Assigned to
	12/931,151 - Con. DIV. 2			01/25/2011	PATENT NO. 8,712,498
to Accuvein					Assigned
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Accuvein					Assigned to
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VEIN ENHANCER	14/197,573			03/05/2014	Assigned to
Accuvein					
	MODULE MOUNTING				
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					Assigned to Accuvein
	14/101,580 – Cont.			12/10/2013	Assigned
to Accuvein					
	APPARATUS MOUNTED				
VEIN CONTRAST	12/804,088			07/13/2010	Assigned to
ENHANCER					

AccuVein				
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AccuVein	12/925,166	10/14/2010	PATENT NO. 8,594,770	Assigned to
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to AccuVein				
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Canadian App. 2,677,217		10/23/2009		
European App. 07868094.9		09/24/2009	DROPPED	
PCT/US07/26418		12/28/2007		
Taiwan App. 97102475		01/28/2008		
AccuVein	11/700,729	01/31/2007	PATENT NO. 8,838,210	Assigned to
14/323,259 – Con. of 11/700,729 07/03/2014				
AccuVein	11/807,255 – DIVISION A	05/25/2007	PATENT NO. 8,380,291	Assigned to
AccuVein	13/649,234 – Con. of DIV. A	10/11/2012	PATENT NO. 8,706,200	Assigned to
11/807,064 – DIVISION B	05/25/2007	PATENT NO. 8,391,960	Assigned to	

AccuVein				
AccuVein		13/648,465 – Con. of DIV. B	10/10/2012	Assigned to
AccuVein		11/807,057 – DIVISION C	05/25/2007	PATENT NO. 8,244,333
SCANNED LASER VEIN CONTRAST ENHANCER USING ONE LASER FOR A DETECTION MODE & A DISPLAY MODE		14/168,158 – Con. of 13/649,234	01/20/2014	Assigned to
AccuVein				
SYSTEM FOR DETECTING FLUORESCENCE AND PROJECTING A REPRESENTATIVE IMAGE				
61/733,535		12/05/2012		
61/830,225 (2 nd Prov.)		06/03/2013		
14/097,313		12/05/2013		NON-PROVISIONAL OF 61/733,535 & 61/830,225
Assigned to AccuVein				
SYSTEM & METHOD FOR LASER IMAGING AND ABLATION OF CANCER CELLS USING				
AccuVein				
14/097,337		12/05/2013		NON-PROVISIONAL OF 61/733,535 & 61/830,225
Assigned to				
SYSTEM & METHOD FOR MULTI-COLOR LASER IMAGING AND ABLATION OF CANCER CELLS USING				
AccuVein				
14/097,323		12/05/2013		NON-PROVISIONAL OF 61/733,535 & 61/830,225
Assigned to				

THREE DIMENSIONAL IMAGING OF VEINS				
PCT/US2007/015027				
AccuVein	11/823,862	06/28/2007	PATENT NO. 7,983,738	Assigned to
AccuVein	13/135,591 - Cont.	07/08/2011	PATENT NO. 8,818,493	Assigned to
to AccuVein	14/276,139 - Cont.	05/13/2014	PATENT NO. 9,042,966	Assigned
Assigned to AccuVein	14/644,457 - Cont.	03/11/2015		
VEIN SCANNER				
PCT App. US2011/001285				
AccuVein	12/804,506	07/22/2010	PATENT NO. 8,463,364	Assigned to
to AccuVein	13/778,426 - Cont. of 12/804,506	02/27/2013		Assigned
to AccuVein	14/644,424 - Cont. of 13/778,426	03/11/2015		Assigned

EXHIBIT C

Trademarks

REDACTED

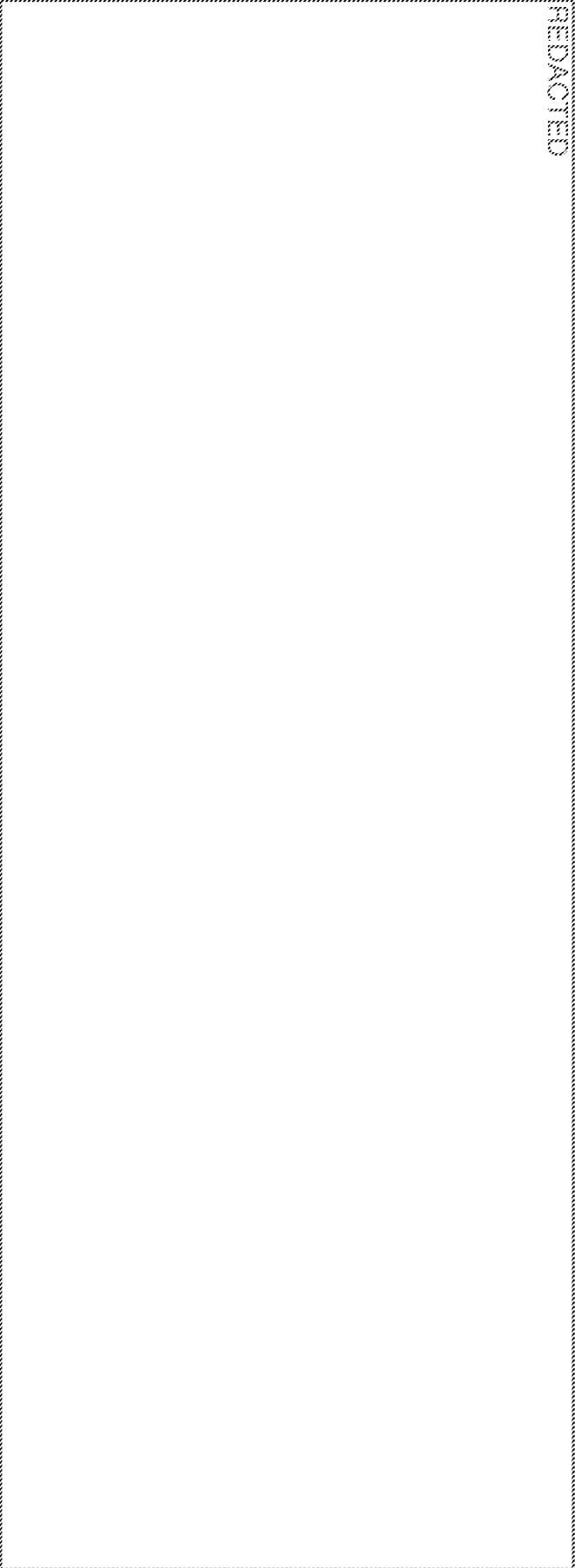


EXHIBIT D

Mask Works

None.