PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4622809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST (TERM LOAN)

CONVEYING PARTY DATA

Name	Execution Date
INVUITY, INC.	03/10/2017

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST, AS AGENT
Street Address:	7255 WOODMONT AVENUE, SUITE 200
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	9718130
Application Number:	15384710
Application Number:	15384752
Application Number:	15384776
Application Number:	15384821
Application Number:	15611351
Application Number:	15497132
Application Number:	15341974
Application Number:	15439527
Application Number:	62433133
Application Number:	62528006
Application Number:	15675476
Application Number:	15435818
Application Number:	15434546
Application Number:	15706462
Application Number:	62412195
Application Number:	29593202
Application Number:	29593245
Application Number:	29593252

Property Type	Number
Application Number:	62537627

CORRESPONDENCE DATA

Fax Number: (703)610-6200

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: +1 703 610 6100

Email: boxip@hoganlovells.com

Correspondent Name: VALERIE BRENNAN OF HOGAN LOVELLS US LLP

Address Line 1: 7930 JONES BRANCH DRIVE, 9TH FLOOR

Address Line 2: ATTN: BOX INTELLECTUAL PROPERTY

Address Line 4: MCLEAN, VIRGINIA 22102

NAME OF SUBMITTER:	VALERIE BRENNAN
SIGNATURE:	/vb/
DATE SIGNED:	10/02/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TERM LOAN)

This Intellectual Property Security Agreement (Term Loan) is entered into as of the 10th day of March, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust ("Agent") and **INVUITY, INC.**, a Delaware corporation (together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement (Term Loan), by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 or 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 such 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 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 such 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.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing 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 Credit Agreement or any of the Financing 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 Credit Agreement or any of the other Financing 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.

GRANTORS:

INVUITY, INC.

By: J. Mackaness

Name: James H. Mackaness

Title: Chief Financial Officer

Address:

Invuity, Inc.
444 DeHaro Street, Suite 100
San Francisco, CA 94107
Attn: Chief Financial Officer
Facsimile:
E-Mail: JMackaness@invuity.com

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: ______________________
Name: Maurice Amsellem
Title: Authorized Signatory

PATENTS

Owner	Title	Type	Country	Application Number	Filing Date	Publication Number	Publication Date	Status
Invuity, Inc.	ILLUMINATED TELESCOPING CANNULA	Patent	United States of America	15/384,710	12/20/16	2017-0095310	04/06/17	Published
Invuity, Inc.	ILLUMINATED TELESCOPING CANNULA	Patent	United States of America	15/384,752	12/20/16	2017-0095311	04/06/17	Published
Invuity, Inc.	ILLUMINATED TELESCOPING CANNULA	Patent	United States of America	15/384,776	12/20/16	US-2017-0100022-A1	04/13/17	Published
Invuity, Inc.	ILLUMINATED TELESCOPING CANNULA	Patent	United States of America	15/384,821	12/20/16	US-2017-0100023-A1	04/13/17	Published
Invuity, Inc.	ILLUMINATED TELESCOPING CANNULA	Patent	United States of America	15/611,351	06/01/17			Pending
Invuity, Inc.	BODY CAVITY ILLUMINATION SYSTEM	Patent	United States of America	15/497,132	04/25/17	2017-0224206	08/10/17	Published
Invuity, Inc.	ILLUMINATED SUCTION APPARATUS	Patent	United States of America	15/341,974	11/02/16	2017-0086939	03/30/17	Published; Response to Non-Final Office Action due 10/20/17
Invuity, Inc.	ILLUMINATED AND MODULAR SOFT TISSUE RETRACTOR	Patent	United States of America	15/439,527	02/22/17	US-2017-0196652-A1	07/13/17	Published; Response to Final Office Action due 10/5/17
Invuity, Inc.	ILLUMINATED AND MODULAR SOFT TISSUE RETRACTOR	Patent	United States of America	15/598,120	05/17/17	9,718,130	08/01/17	ISSUED
Invuity, Inc.	STEREOSCOPIC MULTISPECTRAL IMAGING AND TRACKING SYSTEM	Patent	United States of America	62/433,133	12/12/16			Pending; Foreign and Utility Filing due 12/12/17
Invuity, Inc.	TISSUE SPECIFIC MARKERS FOR PREOPERATIVE AND INTRAOPERATIVE LOCALIZATION AND VISUALIZATION OF TISSUE	Patent	United States of America	62/528,006	06/30/17			Pending; Foreign and Utility Filing due 6/30/18

Owner	Title	Type	Country	Application Number	Filing Date	Publication Number	Publication Date	Status
Invuity, Inc.	TISSUE SPECIFIC MARKERS FOR PREOPERATIVE AND INTRAOPERATIVE LOCALIZATION AND VISUALIZATION OF TISSUE	Patent	United States of America	15/675,476	08/11/17			Pending
Invuity, Inc.	ILLUMINATED SURGICAL BARRIER	Patent	United States of America	15/435,818	02/17/17	2017-0231706	08/17/17	Published
Invuity, Inc.	SYSTEMS AND METHODS FOR ILLUMINATING ANF IMAGING	Patent	United States of America	15/434,546	02/16/17	2017-0231712	08/17/17	Published
Invuity, Inc.	METHODS AND APPARATUS FOR ELECTROSURGICAL ILLUMINATION	Patent	United States of America	15/706,462	09/15/17			Pending
Invuity, Inc.	LIGHTING ELEMENT	Patent	United States of America	62/412,195	10/24/16			Pending; Foreign and Utility Filing due 10/24/17
Invuity, Inc.	HANDLE FOR A RICHARDSON STYLE SURGICAL RETRACTOR	Patent	United States of America	29/593,202	02/07/17			Pending
Invuity, Inc.	HANDLE FOR ARMY-NAVY STYLE SURGICAL RETRACTOR	Patent	United States of America	29/593,245	02/07/17			Pending
Invuity, Inc.	HANDLE FOR A BREISKY SURGICAL RETRACTOR	Patent	United States of America	29/593,252	02/07/17			Pending
Invuity, Inc.	PROJECTION SCANNING SYSTEM	Patent	United States of America	62/537,627	07/27/17			Pending; Foreign and Utility Filing due 7/27/18